City of Louisville
COLORADO • SINCE 1878

CITY COUNCIL COMMUNICATION
AGENDA ITEM 5F

SUBJECT: **APPROVAL OF COLORADO ENERGY OFFICE DECARBONIZATION GRANTS TO SUPPORT INTERNAL DECARBONIZATION PLAN IMPLEMENTATION**

DATE: **JANUARY 21, 2025**

PRESENTED BY: **HANNAH MILLER, SUSTAINABILITY MANAGER**

SUMMARY

In 2022, Sustainability Division staff initiated the Council Priority Project titled *Internal Decarbonization Plan*. This project required extensive inter-departmental collaboration involving Public Works, Finance, Legal, and the City Manager's Office. To support the effort, the City engaged McKinstry, an external consultant, to audit existing systems and prepare the roadmap necessary to implement and plan for the multiple phases of the *Internal Decarbonization Plan*.

As a reminder, this Plan's goals include transitioning City facilities from gas-powered heating and cooling systems to electric systems, implementing energy efficiency measures, converting the City's vehicle fleet to electric, and installing electric vehicle charging stations at select facilities.

For additional information regarding the Plan, please reference Council Packets for July 26, 2022, November 1, 2022, April 4, 2023, August 15, 2023 and October 10, 2023.

The Plan was formally adopted via Resolution No. 48, Series 2023 on October 10, 2023. Following its adoption, staff began the process of securing grants from various entities to support the implementation of the *Internal Decarbonization Plan*.

The purpose of this Council Communication is to formally accept two grant awards from the Colorado Energy Office (CEO). Final execution of the grant contracts is required to secure these funds.

The City has been awarded the following grants from the CEO:

1. Public Building Electrification Grant (PBEG)
2. High-Efficiency Electric Heating and Appliance (HEEHA) Grant

These grants will play a critical role in advancing the goals outlined in the *Internal Decarbonization Plan*.

The PBEG award is $667,500. This is a reimbursement-only grant, meaning funds will be distributed to the City after submitting reimbursement requests. This grant covers funding for the planning and installation of electric equipment in the Library at 951 Spruce Street. Regarding the 50% match, CEO states, "Grantee shall submit to the Colorado Energy Office details on any federal and local tax benefits received for the

property that constitute grant match requirements. Deliverable/s: Evidence of City of Louisville Capital Improvement Funds utilized for the project ($677,500.00)". The projected cost of the total electrification equipment and infrastructure are $1,355,000, and CEO's award will reimburse 50% of the total cost up to the award amount.

The HEEHA award totals $1,592,000. The City will be reimbursed 50% of the total cost up to the awarded amount. Like the PBEG, funds will be released upon submission of reimbursement requests. This grant covers funding for the procurement and installation of electric equipment at the Recreation & Senior Center (900 Via Appia Way), the Police & Municipal Court (992 West Via Appia Court), and the Sid Copeland Water Treatment Plant (1955 Washington Ave). Regarding the 50% match, CEO states, "Grantee shall submit to the Colorado Energy Office details on any federal and local tax benefits received for the property that constitute grant match requirements. Evidence of City of Louisville Capital Improvement Funds utilized for the project ($1,592,000.00)".

Both the PBEG and HEEHA awards, once their required scopes are met, contribute toward the 70% match required for the Department of Local Affairs (DOLA) grant. The DOLA grant totals $2,500,000 and is reimbursement-based only. As previously mentioned, the DOLA grant requires a 70% match. Its scope encompasses nine facilities throughout the city, focusing on projects such as decarbonizing HVAC equipment, installing electric vehicle charging stations, implementing energy efficiency measures, and installation of solar arrays.

Both the PBEG and HEEHA contracts have been reviewed by the inter-departmental staff team, which includes representatives from Public Works, Legal, Finance, and the City Manager's Office. This is the same team that played a key role in the development and creation of the *Internal Decarbonization Plan*.

For details on other projected costs and revenues related to the *Internal Decarbonization Plan*, please refer to the 2025 budget.

FISCAL IMPACT

The *Internal Decarbonization Plan* is partially supported by the City's six-year Capital Improvement Plan (CIP), which allocates $11,200,000 for decarbonization efforts. In 2025, the budget is $6,400,000, with no budget allocated for 2026. From 2027 to 2030, the anticipated budget is $4,800,000, subject to appropriation. The City will also leverage grants from the Department of Local Affairs (DOLA) and the Colorado Energy Office (CEO). Both HEEHA and PBEG match requirements are met via budgeted CIP projects.

Of the $11,200,000, $7,900,000 will be used for energy efficiency and electrification equipment upgrades and purchases for selected facilities listed below. For these selected facilities, 60% of the total project cost is covered by grant awards.

Aside from secured grants, the City will use Xcel Energy rebates, Inflation Reduction Act (IRA) Direct Pay tax reimbursement (pending federal administration decisions towards IRA funds), and continue applying to grants to cover the next phases of the *Internal Decarbonization Plan*. Without the CEO's financial support, implementation of the *Internal Decarbonization Plan* cannot proceed.

Recreation and Senior Center:
The scope of the Recreation and Senior Center covered under both CEO and DOLA grants includes: Decarbonization the Recreation and Senior Center including mechanical electrification of thirteen (13) heat pump rooftop units (RTU) replacements (2-3 Ton, 2- 4 Ton, 2–5 Ton, 3-6 Ton, 1- 7.5 Ton, 1-10 Ton, 2-15 Ton); one (1) nanatorium dehumidification unit replacement; two (2) energy recovery ventilators (ERV); installation of a 380 kilowatt (kW) ground-mounted solar photovoltaic (PV) array with agrivoltaic elements below, including native pollinator habitats with firewise/drought resistant landscaping; energy efficiency measures including window glazing upgrades, a pool cover, sauna scheduling, building envelope air sealing, and weather stripping; lighting controls; advanced plug load reduction; installation of three (3) level 2 and two (2) level 3 electric vehicle (EV) chargers; and installation/replacement/optimization of associated controls, conduit, piping, and electrical.

The estimated cost for the Recreation and Senior Center is $2,500,000. The DOLA grant and CEO HEEHA grant cover 71% of the total Recreation and Senior Center decarbonization project.

Library:
The scope for Library decarbonization is covered under both DOLA and CEO grants includes: Decarbonization of the Library including mechanical electrification of two (2) heat pump RTU replacements (50- ton); one (1) electric domestic hot water heater replacement; variable frequency drives; snow melt system retrocomissioning; advanced plug load reduction; envelope air sealing; duct air sealing; installation of a 128kW rooftop solar PV array, installation of four (4) level 2 EV chargers and one (1) level 3 EV charger; and installation/replacement/optimization of associated controls, conduit, piping, and electrical.

The estimated cost for the Library is $2,300,000. The DOLA and CEO PBEG grant 69% of the total Library decarbonization project.

Police and Municipal Court:
The scope for Police and Municipal Court decarbonization is covered under both DOLA and CEO grants and includes: Decarbonization of the Police and Municipal Court Building including two (2) heat pump RTU replacements (30-ton); one (1) electric unit heater; envelope air sealing; duct air sealing/insulation; controls optimization/retrocommissioning; advanced plug load reduction; installation of three (3) level 2 EV chargers and two (2) level 3 EV chargers; installation of a 257kW ground

mounted solar PV array; ventilation and air conditioning unit replacement; and installation or replacement of associated controls, conduit, piping, and electrical

The estimated cost for decarbonization of the Police and Municipal Courts is $2,300,00. The DOLA and CEO grants cover 49% of the total Police and Municipal Courts decarbonization project.

Sid Copeland Water Treatment Plant:
The scope for Sid Copeland Water Treatment includes: Energy efficiencies including one (1) heat pump RTU replacement (3-ton) with a heat wheel; envelope air sealing; lighting controls; light-emitting diode (LED) replacement lighting; installation of one (1) EV level 2 charger; and installation or replacement of associated controls, conduit, piping, and electrical.

The approximate cost for energy efficiencies at Sid Copeland are $32,000. The DOLA and CEO HEEHA grants cover 50% of the total Sid Copeland project.

PROGRAM/SUB-PROGRAM IMPACT
Administration and Support Services, sub-program Sustainability.

RECOMMENDATION
Staff recommends approval and signature of the CEO PBEG and HEEHA grant contracts to secure funding and support the City's decarbonization efforts.

ATTACHMENT(S):
1. Public Building Electrification Grant (PBEG) Contract
2. High Efficiency and Electric Heating and Appliances (HEEHA) Grant Contract

STRATEGIC PLAN IMPACT:

☒	**Financial Stewardship & Asset Management**	☒	**Reliable Core Services**
☐	**Vibrant Economic Climate**	☒	**Quality Programs & Amenities**
☐	**Engaged Community**	☐	**Healthy Workforce**
☒	**Supportive Technology**	☒	**Collaborative Regional Partner**

GRANT AWARD LETTER
SUMMARY OF GRANT AWARD TERMS AND CONDITIONS

State Agency Colorado Energy Office **Grantee** City of Louisville **Grant Issuance Date** The date the State Controller or an authorized delegate signs this Grant Letter	**Grant Amount** State Fiscal Year 2025: $677,500.00 State Fiscal Year 2026: Any SFY25 unspent funds State Fiscal Year 2027: $0.00 State Fiscal Year 2028: $0.00 State Fiscal Year 2029: $0.00 State Fiscal Year 2030: $0.00 **Total for all State Fiscal Years: $677,500.00**
Fund Expenditure End Date November 30, 2029 **Grant Expiration Date** November 30, 2029 **Grant Authority** Authority to enter into this Grant exists in HB 22-1362.	**Local Match Amount** **Total for all State Fiscal Years: $677,500.00**

Grant Purpose

The Grantee was awarded funding as a result of the competitive Public Building Electrification Grant (PBEG) Requests for Application released in October 2023.

Exhibits and Order of Precedence

The following Exhibits and attachments are included with this Grant:

1. Exhibit A, Statement of Work.
2. Exhibit B, Budget and Payment Conditions.
3. Exhibit C, Grantee’s Application.

In the event of a conflict or inconsistency between this Grant and any Exhibit or attachment, such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority:

1. Colorado Special Provisions in §17 of the main body of this Grant
2. The provisions of the other sections of the main body of this Grant.
3. Exhibit A, Statement of Work.
4. Exhibit B, Budget and Payment Conditions.
5. Exhibit C, Grantee’s Application

Principal Representatives

For the State:
Brittney Vancuran
Colorado Energy Office
1600 Broadway, Suite 1960

Denver, CO 80202
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For Grantee:
Hannah Miller
City of Louisville
749 Main Street

Louisville, CO 80027
hmiller@louisvilleco.gov

CC 01/21/25

SIGNATURE PAGE

THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT

Each person signing this Agreement represents and warrants that the signer is duly authorized to execute this Agreement and to bind the Party authorizing such signature.

GRANTEE City of Louisville ____ By: Date: _________________________	**STATE OF COLORADO** Jared S. Polis, Governor Colorado Energy Office Will Toor, Executive Director ____ By: Dominique Gómez, Deputy Director Date: _________________________

In accordance with §24-30-202, C.R.S., this Agreement is not valid until signed and dated below by the State Controller or an authorized delegate.

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

____
By: Office of the Governor, Jonathon Bray, Controller

Effective Date:_____________________

1. GRANT

As of the Grant Issuance Date, the State Agency shown on the first page of this Grant Award Letter (the "State") hereby obligates and awards to Grantee shown on the first page of this Grant Award Letter (the "Grantee") an award of Grant Funds in the amounts shown on the first page of this Grant Award Letter. By accepting the Grant Funds provided under this Grant Award Letter, Grantee agrees to comply with the terms and conditions of this Grant Award Letter and requirements and provisions of all Exhibits to this Grant Award Letter.

2. TERM

A. Initial Grant Term and Extension

The Parties' respective performances under this Grant Award Letter shall commence on the Grant Issuance Date, and the Grant Funds shall be expended by the Fund Expenditure End Date, and shall terminate on the Grant Expiration Date shown on the Cover Page for this Grant Award Letter unless sooner terminated or further extended in accordance with the terms of this Grant Award Letter. Upon request of Grantee, the State may, in its sole discretion, extend the term of this Grant Award Letter by providing Grantee with an updated Grant Award Letter showing the new Grant Expiration Date.

B. Early Termination in the Public Interest

The State is entering into this Grant Award Letter to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. If this Grant Award Letter ceases to further the public interest of the State or if State, Federal or other funds used for this Grant Award Letter are not appropriated, or otherwise become unavailable to fund this Grant Award Letter, the State, in its discretion, may terminate this Grant Award Letter in whole or in part by providing written notice to Grantee that includes, to the extent practicable, the public interest justification for the termination. If the State terminates this Grant Award Letter in the public interest, the State shall pay Grantee an amount equal to the percentage of the total reimbursement payable under this Grant Award Letter that corresponds to the percentage of Work satisfactorily completed, as determined by the State, less payments previously made. Additionally, the State, in its discretion, may reimburse Grantee for a portion of actual, out-of-pocket expenses not otherwise reimbursed under this Grant Award Letter that are incurred by Grantee and are directly attributable to the uncompleted portion of Grantee's obligations, provided that the sum of any and all reimbursements shall not exceed the maximum amount payable to Grantee hereunder. This subsection shall not apply to a termination of this Grant Award Letter by the State for breach by Grantee.

3. DEFINITIONS

The following terms shall be construed and interpreted as follows:

A. "**Budget**" means the budget for the Work described in Exhibit B.

B. "**Business Day**" means any day in which the State is open and conducting business, but shall not include Saturday, Sunday or any day on which the State observes one of the holidays listed in §24-11-101(1) C.R.S.

C. "**CORA**" means the Colorado Open Records Act, §§24-72-200.1 *et seq.*, C.R.S.

D. **"Electric Ready"** means adequate panel capacity, dedicated electric panel space, electrical wire, electrical receptacles, and adequate physical space to accommodate future installation of high-efficiency electric appliances including heating, water heating, cooking, drying, and an electric vehicle.

E. "**Grant Award Letter**" means this letter which offers Grant Funds to Grantee, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future updates thereto.

F. "**Grant Funds**" means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Grant Award Letter.

G. "**Grant Expiration Date**" means the Grant Expiration Date shown on the first page of this Grant Award Letter.

H. "**Grant Issuance Date**" means the Grant Issuance Date shown on the first page of this Grant Award Letter.

I. "**Exhibits**" exhibits and attachments included with this Grant as shown on the first page of this Grant

J. "**Extension Term**" means the period of time by which the Grant Expiration Date is extended by the State through delivery of an updated Grant Award Letter

K. "**Goods**" means any movable material acquired, produced, or delivered by Grantee as set forth in this Grant Award Letter and shall include any movable material acquired, produced, or delivered by Grantee in connection with the Services.

L. "**Incident**" means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access or disclosure of State Confidential Information or of the unauthorized modification, disruption, or destruction of any State Records.

M. "**Initial Term**" means the time period between the Grant Issuance Date and the Grant Expiration Date.

N. **"IPMVP"** means International Performance Measurement and Verification Protocol

O. "**Matching Funds**" means the funds provided Grantee as a match required to receive the Grant Funds.

P. **"M&V"** means measurement and verification.

Q. "**Party**" means the State or Grantee, and "Parties" means both the State and Grantee.

R. "**PII**" means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information. PII includes, but is not limited to, all information defined as personally identifiable information in §§24-72-501 and 24-73-101 C.R.S. "PII" shall also mean "personal identifying information" as set forth at § 24-74-102, et. seq., C.R.S.

S. **"Quarter"** means the three (3) months periods ending March 31, June 30, September 30, and December 31 of each calendar year.

T. "**Services**" means the services to be performed by Grantee as set forth in this Grant Award Letter, and shall include any services to be rendered by Grantee in connection with the Goods.

U. "**State Confidential Information**" means any and all State Records not subject to disclosure under CORA. State Confidential Information shall include, but is not limited to, PII, and State personnel records not subject to disclosure under CORA. State Confidential Information shall not include information or data concerning individuals that is not deemed confidential but nevertheless belongs to the State, which has been communicated, furnished, or disclosed by the State to Grantee which (i) is subject to disclosure pursuant to CORA; (ii) is already known to Grantee without restrictions at the time of its disclosure to Grantee; (iii) is or subsequently becomes publicly available without breach of any obligation owed by Grantee to the State; (iv) is disclosed to Grantee, without confidentiality obligations, by a third party who has the right to disclose such information; or (v) was independently developed without reliance on any State Confidential Information.

V. "**State Fiscal Rules**" means the fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a) C.R.S.

W. "**State Fiscal Year**" means a 12 month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year. If a single calendar year follows the term, then it means the State Fiscal Year ending in that calendar year.

X. "**State Records**" means any and all State data, information, and records, regardless of physical form, including, but not limited to, information subject to disclosure under CORA.

Y. "**Subcontractor**" means third-parties, if any, engaged by Grantee to aid in performance of the Work. "Subcontractor" also includes sub-grantees.

Z. "**Work**" means the delivery of the Goods and performance of the Services described in this Grant Award Letter.

AA. "**Work Product**" means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, and any other results of the Work. "Work Product" does not include any material that was developed prior to the Grant Issuance Date that is used, without modification, in the performance of the Work.

Any other term used in this Grant Award Letter that is defined in an Exhibit shall be construed and interpreted as defined in that Exhibit.

4. STATEMENT OF WORK

Grantee shall complete the Work as described in this Grant Award Letter and in accordance with the provisions of Exhibit A. The State shall have no liability to compensate or reimburse Grantee for the delivery of any goods or the performance of any services that are not specifically set forth in this Grant Award Letter.

5. PAYMENTS TO GRANTEE

A. Maximum Amount

Payments to Grantee are limited to the unpaid, obligated balance of the Grant Funds. The State shall not pay Grantee any amount under this Grant that exceeds the Grant Amount for each State Fiscal Year shown on the first page of this Grant Award Letter. Financial obligations of the State payable after the current State Fiscal Year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available. The State shall

CC 01/21/25

not be liable to pay or reimburse Grantee for any Work performed or expense incurred before the Grant Issuance Date or after the Grant Expiration Date; provided, however, that Work performed and expenses incurred by Grantee before the Grant Issuance Date that are chargeable to an active Federal Award may be submitted for reimbursement as permitted by the terms of the Federal Award.

B. Matching Funds.

Grantee shall provide the Local Match Amount shown on the first page of this Grant Award Letter and described in Exhibit A (the "Local Match Amount"). Grantee's obligation to pay all or part of any matching funds, whether direct or contingent, only extends to funds duly and lawfully appropriated for the purpose of this Agreement by the authorized representatives of Grantee and paid into Grantee's treasury or bank account. Grantee shall appropriate and allocate all Local Match Amounts to the purpose of this Grant Award Letter each fiscal year prior to accepting any Grant Funds for that fiscal year. Grantee does not by accepting this Grant Award Letter irrevocably pledge present cash reserves for payments in future fiscal years, and this Grant Award Letter is not intended to create a multiple-fiscal year debt of Grantee. Grantee shall not pay or be liable for any claimed interest, late charges, fees, taxes or penalties of any nature, except as required by Grantee's laws or policies.

D. Reimbursement of Grantee Costs

Upon prior written approval, the State shall reimburse Grantee's allowable costs, not exceeding the maximum total amount described in this Grant Award Letter for all allowable costs described in this Grant Award Letter and shown in the Budget, except that Grantee may adjust the amounts between each line item of the Budget without formal modification to this Agreement as long as the Grantee provides notice to the State of the change, the change does not modify the total maximum amount of this Grant Award Letter or the maximum amount for any state fiscal year, and the change does not modify any requirements of the Work.. The State shall only reimburse allowable costs if those costs are: **(i)** reasonable and necessary to accomplish the Work and for the Goods and Services provided; and **(ii)** equal to the actual net cost to Grantee (i.e. the price paid minus any items of value received by Grantee that reduce the cost actually incurred).

E. Close-Out.

Grantee shall close out this Grant within 45 days after the Grant Expiration Date. To complete close out, Grantee shall submit to the State all deliverables (including documentation) as defined in this Grant Award Letter and Grantee's final reimbursement request or invoice. The State will withhold 5% of allowable costs until all final documentation has been submitted and accepted by the State as substantially complete.

6. REPORTING - NOTIFICATION

A. Performance and Final Status

Grantee shall submit all financial, performance and other reports to the State no later than the end of the close out described in **§5.E**, containing an evaluation and review of Grantee's performance and the final status of Grantee's obligations hereunder.

B. Violations Reporting

Grantee shall disclose, in a timely manner, in writing to the State, all violations of federal or State criminal law involving fraud, bribery, or gratuity violations potentially affecting the

Award. The State may impose any penalties for noncompliance allowed under 2 CFR Part 180 and 31 U.S.C. 3321, which may include, without limitation, suspension or debarment.

7. GRANTEE RECORDS

A. Maintenance and Inspection

Grantee shall make, keep, and maintain, all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to this Grant for a period of three years following the completion of the close out of this Grant. Grantee shall permit the State to audit, inspect, examine, excerpt, copy and transcribe all such records during normal business hours at Grantee's office or place of business, unless the State determines that an audit or inspection is required without notice at a different time to protect the interests of the State.

B. Monitoring

The State will monitor Grantee's performance of its obligations under this Grant Award Letter using procedures as determined by the State. The State shall have the right, in its sole discretion, to change its monitoring procedures and requirements at any time during the term of this Agreement. The State shall monitor Grantee's performance in a manner that does not unduly interfere with Grantee's performance of the Work.

C. Final Audit Report

Grantee shall promptly submit to the State a copy of any final audit report of an audit performed on Grantee's records that relates to or affects this Grant or the Work, whether the audit is conducted by Grantee or a third party.

8. CONFIDENTIAL INFORMATION-STATE RECORDS

A. Confidentiality

Grantee shall hold and maintain, and cause all Subcontractors to hold and maintain, any and all State Records that the State provides or makes available to Grantee for the sole and exclusive benefit of the State, unless those State Records are otherwise publicly available at the time of disclosure or are subject to disclosure by Grantee under CORA. Grantee shall not, without prior written approval of the State, use for Grantee's own benefit, publish, copy, or otherwise disclose to any third party, or permit the use by any third party for its benefit or to the detriment of the State, any State Records, except as otherwise stated in this Grant Award Letter. Grantee shall provide for the security of all State Confidential Information in accordance with all policies promulgated by the Colorado Office of Information Security and all applicable laws, rules, policies, publications, and guidelines. If Grantee or any of its Subcontractors will or may receive the following types of data, Grantee or its Subcontractors shall provide for the security of such data according to the following: **(i)** the most recently promulgated IRS Publication 1075 for all Tax Information and in accordance with the Safeguarding Requirements for Federal Tax Information attached to this Grant as an Exhibit, if applicable, **(ii)** the most recently updated PCI Data Security Standard from the PCI Security Standards Council for all PCI, **(iii)** the most recently issued version of the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy for all CJI, and **(iv)** the federal Health Insurance Portability and Accountability Act for all PHI and the HIPAA Business Associate Agreement attached to this Grant, if applicable. Grantee shall immediately forward any request or demand for State Records to the State's principal representative.

B. Other Entity Access and Nondisclosure Agreements

Grantee may provide State Records to its agents, employees, assigns and Subcontractors as necessary to perform the Work, but shall restrict access to State Confidential Information to those agents, employees, assigns and Subcontractors who require access to perform their obligations under this Grant Award Letter. Grantee shall ensure all such agents, employees, assigns, and Subcontractors sign nondisclosure agreements with provisions at least as protective as those in this Grant, and that the nondisclosure agreements are in force at all times the agent, employee, assign or Subcontractor has access to any State Confidential Information. Grantee shall provide copies of those signed nondisclosure restrictions to the State upon request.

C. Use, Security, and Retention

Grantee shall use, hold and maintain State Confidential Information in compliance with any and all applicable laws and regulations in facilities located within the United States, and shall maintain a secure environment that ensures confidentiality of all State Confidential Information wherever located. Grantee shall provide the State with access, subject to Grantee's reasonable security requirements, for purposes of inspecting and monitoring access and use of State Confidential Information and evaluating security control effectiveness. Upon the expiration or termination of this Grant, Grantee shall return State Records provided to Grantee or destroy such State Records and certify to the State that it has done so, as directed by the State. If Grantee is prevented by law or regulation from returning or destroying State Confidential Information, Grantee warrants it will guarantee the confidentiality of, and cease to use, such State Confidential Information.

D. Incident Notice and Remediation

If Grantee becomes aware of any Incident, it shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the State. After an Incident, Grantee shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State, which may include, but is not limited to, developing and implementing a remediation plan that is approved by the State at no additional cost to the State.

E. Safeguarding PII

If Grantee or any of its Subcontractors will or may receive PII under this Agreement, Grantee shall provide for the security of such PII, in a manner and form acceptable to the State, including, without limitation, State non-disclosure requirements, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Grantee shall be a "Third-Party Service Provider" as defined in §24-73-103(1)(i), C.R.S. and shall maintain security procedures and practices consistent with §§24-73-101 *et seq.*, C.R.S. In addition, as set forth in § 24-74-102, et. seq., C.R.S., Grantee, including, but not limited to, Grantee's employees, agents and Subcontractors, agrees not to share any PII with any third parties for the purpose of investigating for, participating in, cooperating with, or assisting with Federal immigration enforcement..

9. CONFLICTS OF INTEREST

Grantee shall not engage in any business or activities, or maintain any relationships that conflict in any way with the full performance of the obligations of Grantee under this Grant. Grantee

CC 01/21/25

acknowledges that, with respect to this Grant, even the appearance of a conflict of interest shall be harmful to the State's interests and absent the State's prior written approval, Grantee shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Grantee's obligations under this Grant. If a conflict or the appearance of a conflict arises, or if Grantee is uncertain whether a conflict or the appearance of a conflict has arisen, Grantee shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration. Grantee acknowledges that all State employees are subject to the ethical principles described in §24-18-105, C.R.S. Grantee further acknowledges that State employees may be subject to the requirements of §24-18-105, C.R.S. with regard to this Grant.

10. INSURANCE

Grantee shall maintain at all times during the term of this Grant such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S. (the "GIA"). Grantee shall ensure that any Subcontractors maintain all insurance customary for the completion of the Work done by that Subcontractor and as required by the State or the GIA.

11. REMEDIES

In addition to any remedies available under any exhibit to this Grant Award Letter, if Grantee fails to comply with any term or condition of this Grant, the State may terminate some or all of this Grant and require Grantee to repay any or all Grant funds to the State in the State's sole discretion. The State may also terminate this Grant Award Letter at any time if the State has determined, in its sole discretion, that Grantee has ceased performing the Work without intent to resume performance, prior to the completion of the Work.

12. DISPUTE RESOLUTION

Except as herein specifically provided otherwise, disputes concerning the performance of this Grant that cannot be resolved by the designated Party representatives shall be referred in writing to a senior departmental management staff member designated by the State and a senior manager or official designated by Grantee for resolution.

13. NOTICES AND REPRESENTATIVES

Each Party shall identify an individual to be the principal representative of the designating Party and shall provide this information to the other Party. All notices required or permitted to be given under this Grant Award Letter shall be in writing, and shall be delivered either in hard copy or by email to the representative of the other Party. Either Party may change its principal representative or principal representative contact information by notice submitted in accordance with this **§13**.

14. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION

Grantee hereby grants to the State a perpetual, irrevocable, non-exclusive, royalty free license, with the right to sublicense, to make, use, reproduce, distribute, perform, display, create derivatives of and otherwise exploit all intellectual property created by Grantee or any Subcontractors or Subgrantees and paid for with Grant Funds provided by the State pursuant to this Grant.

15. GOVERNMENTAL IMMUNITY

Liability for claims for injuries to persons or property arising from the negligence of the Parties, their departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, *et seq*. C.R.S. 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, contained in these statutes.

16. GENERAL PROVISIONS

A. Assignment

Grantee's rights and obligations under this Grant are personal and may not be transferred or assigned without the prior, written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Grantee's rights and obligations approved by the State shall be subject to the provisions of this Grant Award Letter.

B. Captions and References

The captions and headings in this Grant Award Letter are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions. All references in this Grant Award Letter to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

C. Entire Understanding

This Grant Award Letter represents the complete integration of all understandings between the Parties related to the Work, and all prior representations and understandings related to the Work, oral or written, are merged into this Grant Award Letter.

D. Modification

The State may modify the terms and conditions of this Grant by issuance of an updated Grant Award Letter, which shall be effective if Grantee accepts Grant Funds following receipt of the updated letter. The Parties may also agree to modification of the terms and conditions of the Grant in a formal amendment to this Grant, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules.

E. Statutes, Regulations, Fiscal Rules, and Other Authority.

Any reference in this Grant Award Letter to a statute, regulation, State Fiscal Rule, fiscal policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the Grant Issuance Date. Grantee shall strictly comply with all applicable Federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

F. Digital Signatures

If any signatory signs this agreement using a digital signature in accordance with the Colorado State Controller Contract, Grant and Purchase Order Policies regarding the use of digital signatures issued under the State Fiscal Rules, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Agreement by reference.

G. Severability

The invalidity or unenforceability of any provision of this Grant Award Letter shall not affect the validity or enforceability of any other provision of this Grant Award Letter, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under the Grant in accordance with the intent of the Grant.

H. Survival of Certain Grant Award Letter Terms

Any provision of this Grant Award Letter that imposes an obligation on a Party after termination or expiration of the Grant shall survive the termination or expiration of the Grant and shall be enforceable by the other Party.

I. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described above, this Grant Award Letter does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Any services or benefits which third parties receive as a result of this Grant are incidental to the Grant, and do not create any rights for such third parties.

J. Waiver

A Party's failure or delay in exercising any right, power, or privilege under this Grant Award Letter, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

K. Accessibility

i. Grantee shall comply with and the Work Product provided under this Agreement shall be in compliance with all applicable provisions of §§24-85-101, *et seq.*, C.R.S., and the *Accessibility Standards for Individuals with a Disability*, as established by OIT pursuant to Section §24-85-103 (2.5), C.R.S. Grantee shall also comply with all State of Colorado technology standards related to technology accessibility and with Level AA of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards.

ii. The State may require Grantee's compliance to the State's Accessibility Standards to be determined by a third party selected by the State to attest to Grantee's Work Product and software is in compliance with §§24-85-101, *et seq.*, C.R.S., and the *Accessibility Standards for Individuals with a Disability* as established by OIT pursuant to Section §24-85-103 (2.5), C.R.S.

17. COLORADO SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-3)

A. STATUTORY APPROVAL. §24-30-202(1) C.R.S.

This Agreement shall not be valid until it has been approved by the Colorado State Controller or designee. If this Agreement is for a Major Information Technology Project, as defined in

CC 01/21/25

§24-37.5-102(2.6), then this Agreement shall not be valid until it has been approved by the State's Chief Information Officer or designee.

B. **FUND AVAILABILITY. §24-30-202(5.5) C.R.S.**

Financial obligations of the State payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

C. **GOVERNMENTAL IMMUNITY.**

Liability for claims for injuries to persons or property arising from the negligence of the Parties, its departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, et seq. C.R.S. 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, contained in these statutes.

D. **INDEPENDENT CONTRACTOR.**

Grantee shall perform its duties hereunder as an independent contractor and not as an employee. Neither Grantee nor any agent or employee of Grantee shall be deemed to be an agent or employee of the State. Grantee shall not have authorization, express or implied, to bind the State to any agreement, liability, or understanding, except as expressly set forth herein. **Grantee and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Grantee or any of its agents or employees. Grantee shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Agreement. Grantee shall (a) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (b) provide proof thereof when requested by the State, and (c) be solely responsible for its acts and those of its employees and agents.**

E. **COMPLIANCE WITH LAW.**

Grantee shall comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

F. **CHOICE OF LAW, JURISDICTION, AND VENUE.**

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Agreement. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. All suits or actions related to this Agreement shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

G. **PROHIBITED TERMS.**

Any term included in this Agreement that requires the State to indemnify or hold Grantee harmless; requires the State to agree to binding arbitration; limits Grantee's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall be void ab initio. Nothing in this Agreement shall be construed as a waiver of any provision of §24-106-109 C.R.S.

H. **SOFTWARE PIRACY PROHIBITION.**

State or other public funds payable under this Agreement shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Grantee hereby certifies and warrants that, during the term of this Agreement and any extensions, Grantee has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Grantee is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Agreement, including, without limitation, immediate termination of this Agreement and any remedy consistent with federal copyright laws or applicable licensing restrictions.

I. **EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST. §§24-18-201 and 24-50-507 C.R.S.**

The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Agreement. Grantee has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Grantee's services and Grantee shall not employ any person having such known interests.

EXHIBIT A, STATEMENT OF WORK

1. Public Building Electrification Grant Program

The Public Building Electrification Grant (PBEG) Program was created by HB 22-1362 to promote greenhouse gas emissions reductions from public buildings in the State of Colorado. Emissions from heating buildings are one of the five major sources of greenhouse gas pollution in the State, according to the State's Greenhouse Gas Pollution Reduction Roadmap. Furthermore, public buildings tend to be older buildings whose systems have high energy needs and high energy costs. Energy upgrades to public buildings often remain cost-prohibitive and are a lower priority than the execution of public services. In recognition of these challenges, the PBEG Program was designed to support public buildings in need of financial and technical assistance to transition fossil fuel powered HVAC systems, water heating systems, or fossil fuel-powered appliances to highly efficient electric equipment and appliances.

The resulting Public Building Electrification Grant Program (PBEG) program is a competitive, reimbursement-based grant program administered by CEO. The total funding amount distributed by PBEG is not to exceed $10 million over the program's duration. Projects that support electrification and energy efficiency upgrades in Disproportionately Impacted, Low-Income, and/or Just Transition (DI / LI / JT) communities are highly encouraged. 30% of total grant funding is reserved for projects in DI / LI / JT communities.

Funding allocations will go exclusively toward the purchase and installation of high-efficiency electric equipment for space heating, water heating, or cooking in public buildings. In the case of applicants located in DI/ LI/ JT communities, administrative costs associated with the purchase and installation of electrification equipment are eligible for additional cost coverage.

2. Project Description

The Grantee was awarded grant funding as a result of the Public Building Electrification Grant (PBEG) Request for Applications (RFA). The Colorado Energy Office (hereinafter called "CEO" or the "State") agrees to provide funding to the **City of Louisville, Colorado** (hereinafter called "Grantee"), towards the costs associated and eligible with the PBEG program.

PBEG is a program administered by the Colorado Energy Office (CEO) to encourage use of electric equipment and appliances in buildings, because they reduce greenhouse gas emissions, promote energy security through reliance on domestic electricity, and drive an innovative market for new technology applications. The general purpose of this project is to encourage the installation of electric building equipment in public buildings throughout the state of Colorado.

Grantee is requesting funding for the planning and installation of electric equipment in **the City of Louisville Library buildings at 951 Spruce Street Louisville, Colorado.**

Any dates or deadlines with the exception of the Effective Date, Fund Expenditure End Date, and Grant Expiration Date of this Grant Award Letter may be adjusted by mutual written agreement of the Grantee and CEO. Exclusively for the purposes of modifying deadlines in this Statement of Work, e-mail shall suffice as written documentation. If applicable, an extension of the Fund Expenditure End Date or Grant Expiration Date of the Grant Award shall require a formal modification to the Grant Award Letter.

The Grantee shall hire and retain contractors and other professional services as needed to purchase and install necessary equipment and supporting structures.

Total project grant award not to exceed **$677,500.00**

3. Grantee Tasks, Deliverables & Timeline

Grantee is subject to the following tasks, deliverables and timelines.

3.1. Grant Administration

3.1.1. Kick-off Meeting

Kick-off meeting will be held within 45 days of Grant Award Letter execution and will establish expectations of Grantee for implementing this agreement. The meeting shall include, but not be limited to, a review of the project implementation timeline, contingency plans should the original timeline be extended, Grantee's strategy to implement the proposed project and associated deliverables, and a review of this agreement to ensure a clear understanding of expectations.

Deliverables: PowerPoint slides or presentation containing the project timeline and contingency plans. Other meeting materials developed as appropriate.

Timeline: Meeting will be held within 45 days of Grant Award Letter execution and materials developed and presented in the kick-off meeting to be delivered to the grant program manager within 2 business days following the meeting.

3.1.2. Reporting & Progress Meetings

CEO & Grantee shall conduct check-in calls on a quarterly schedule (State Fiscal Year). The Grantee shall be responsible for ensuring that all relevant staff attend calls. Meeting agenda will include updates on relevant project tasks, challenges and barriers the Grantee is encountering, and any decisions or guidance needed from CEO. Additionally, these meetings may include identifying any needed modifications to the tasks, implementation timeline, or budgets.

- Monthly Progress Reports

CC 01/21/25

Grantee will be subject to monthly performance reporting.
Reports shall include:

- Financial/Expenditure – tracking of grant related expenses for the quarter (paid and unpaid) and expenditures to date by match funding source. Expenses must match the budget line items outlined in Exhibit B. Expenditures of funds must reconcile with CEO's files and may also include unpaid invoices.
- Programmatic – narrative report; including progress made toward project goals and objectives, obstacles encountered to date and possible solutions, photos indicative of construction progress for the quarter, planned activities for the next month.

Deliverables: Monthly progress report with financial/expenditure tracking and programmatic narrative update.

Timeline: Monthly reports will be submitted to the CEO grant program manager by the 15th of each month.

- Annual Performance Reporting

  Grantee shall submit a report to the Colorado Energy Office the first five years after receiving the grant award. This report shall include description of the project and measures funded using grant funds and operational data of electric equipment on gas and electricity use, cost, and emissions. Reporting template will be provided by the Colorado Energy Office.

  Deliverables: Annual report with financial/expenditure tracking, programmatic narrative update, and impact reporting on energy use.

  Timeline: Annual report will be due each year in December.

- Final Report
  - The Grantee shall complete reimbursable work within 12 months of the Grant Agreement Effective Date and submit a final report. This report will demonstrate the completion of the project and installation of the electric equipment. To be acceptable, the final report must explain the Grantee's procurement and installation process, and it must identify the location of the equipment accompanied with a picture of the installed unit. The Grantee shall provide an invoice to CEO for the purchase of the unit and associated equipment, permitting costs, and the labor costs associated with the installation. To be acceptable, the invoice must be supported by receipts or invoices for all equipment, permits, and labor. The invoice must include an itemized list of

CC 01/21/25

all project costs being considered under the grant, including a breakdown of those covered under PBEG and by any match funding.

Deliverables: Final report providing a summary of key accomplishments from the past year, including project completion and final reporting requirements.

Timeline: Due at final reimbursement request and by the Fund Expenditure End Date.

Budget: $0.00

3.1.3. Payment Requests/Reimbursements

- Grantee shall submit a finance/expenditure report including receipts/invoices detailing eligible project expenditures and pictures of operational equipment, along with the monthly progress report detailing installation and operation of electric equipment per unit complete. The electric equipment will be acceptable to the CEO if they are installed, operational, and available for use by Fund Expenditure End Date. The Grantee's invoice to CEO will be acceptable if it is properly supported by invoices or receipts and the costs are associated with procurement of electric equipment, construction materials, permitting, construction labor costs, and installation costs.
- The reimbursement report will be acceptable to CEO if it explains the Grantee's procurement and installation process, and it identifies the location of the electric equipment accompanied with a picture of the installed units. If the units, invoice, and report are acceptable, the CEO Program Manager will submit the invoice to the accounting department for payment.
    - If the units, invoice, and report are unacceptable, the CEO Program Manager will work with the Grantee to correct, modify, or replace as needed.

Deliverable/s: The following documentation is required for CEO to reimburse eligible costs on the project:

- Reimbursement Report
- Summary Invoice/Reimbursement Request
- Legible copies of all sales invoices showing the purchase price and amount paid by the applicant for the equipment, number of units purchased and serial numbers from the units.

- Legible copies of all invoices/receipts showing installation costs and number of labor hours spent by the installers and any subcontractors on the project.
- Date(s) of installation, installation completion and when the unit(s) are operational and available for use.
- Digital photograph(s) of the completed unit(s).
- Photographs must demonstrate adherence to the design standards. Additional photographs may be requested prior to reimbursement being finalized if this is not clearly demonstrated.
- All deliverables shall be adjusted to the final approval and discretion of the CEO.

3.2. Equipment Installation & Commissioning

3.2.1. Equipment Installation

The following activities will be performed and equipment will be purchased, installed, and operational:

- Space Heating & Cooling
  - Heat pump rooftop units (2)
  - Associated equipment and labor costs required for equipment installation (2)
- Water Heating
  - High efficiency electric water heater (1)
  - Associated equipment and labor costs required for equipment installation (1)

Deliverables: Installation of approved appliances with supporting documentation including paid invoices and photos

Budget: $677,500.00

3.2.2. Commissioning & Operational Verification

Grantee shall undertake a process to ensure all systems & equipment are designed, installed, tested, operated, and maintained according to the operational requirements to ensure proper installation and operation. Grantee shall also clearly demonstrate installed equipment is primarily used over fossil fuel driven redundancy boiler(s).

Deliverable/s: Supporting documentation including a commissioning logbook, IPMVP Option B compliant M&V plan and report and any supporting data and primary information to be provided within 1 year of project completion date.

3.2.3. Final Project Design

CC 01/21/25

Grantee is tasked with finalizing the detailed design of this project and providing CEO with a copy of such design.

Deliverable/s: Copy of final project design development and construction documents upon completion.

3.3. Local Match Amount

Grantee shall submit to the Colorado Energy Office details on any federal and local tax benefits received for the property that constitute grant match requirements.

Deliverable/s: Evidence of City of Louisville Capital Improvement Funds utilized for the project ($677,500.00)

3.4. Acceptance Criteria

Deliverables will be accepted upon timely submission and review by the CEO grant manager to ensure they meet all criteria in the above tasks and are included in the monthly reports from the Grantee. CEO shall notify the Grantee in writing within ten (10) calendar days of receiving a deliverable whether it accepts or rejects that deliverable. If no notification is delivered to the Grantee within this period, the deliverable shall be considered accepted. Any deliverable rejection notice shall specify in reasonable detail the way the deliverable does not materially conform to the specifications set forth in this Exhibit A. Grantee shall then implement such changes as reasonably required to bring the deliverable into material conformity with this Exhibit A. If, at the time the Grant is closed-out or terminated, it is determined that the Work is unfinished, incomplete, or unsatisfactory, or if Grantee fails to complete its obligations under this Statement of Work, in the State's sole discretion, the State shall have the right to recover from Grantee up to 100% of the Grant Funds that have been expended.

EXHIBIT B, BUDGET & PAYMENT CONDITIONS

1. Eligible Costs

The following items are eligible for reimbursement:

- Energy audit(s) of ASHRAE Level II or equivalent to help an applicant determine electrification equipment type and sizing for the project.
- The purchase and installation of high efficiency electric equipment for space heating, water heating, or cooking.
- Utility and electric infrastructure upgrades that are necessary to install high efficiency electric equipment. This includes wiring, transformers, breaker boxes, electrical panels, and circuits.
- The purchase and installation of other innovative high efficiency building technologies that the CEO decides will likely be the same or better efficiency as high efficiency heat pumps.
- DI / LI / JT Communities Only: Community organizing time associated with the planning of the neighborhood-scale electrification project. Up to 30 hours of community organizing to recruit homeowners, organizing energy audits, and other tasks associated with the planning grant may be reimbursed through the grant.
- DI / LI / JT Communities Only: Administrative costs associated with the implementation of the neighborhood-scale electrification project may be reimbursed through the grant funding. Administrative costs may include but are not limited to reimbursement for staff time for managing or coordinating the implementation and installation of the equipment, working with contractors to complete projects, or other implementation-focused activities.

2. Project Budget

Table 1. HEEHA Budget Form Summary

Planning Phase Budget Request	**Measure**	**Total Cost**	**CEO Grant Coverage Percentage**
	Energy Audits/	$0	0%

CC 01/21/25

	Analysis Costs:		
	Community Organizing Costs:	$0	0%
	Total Request	**$0**	0%
Implementation Phase Budget Request	**Measure**	**Total Cost**	**CEO Grant Coverage Percentage**
	Electrification Equipment Costs:	$1,235,000.00	50%*
	Electric Service/Panel Upgrade Costs:	$120,000	50%
	Administrative Costs:	$0	0%
	Total Request before Training:	$677,500	
	Total Request Cover by Grant after Training:	**$677,500**	
Total Project Costs Covered before Training (Planning & Implementation)		$677,500	
Total Project Costs Covered by Grant after Training (Planning & Implementation)		$677,500	

*Grantees who elect to participate in CEO's electrification training course receive a 5% discount on match requirement for electrification equipment costs.

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PUBLIC BUILDING ELECTRIFICATION GRANT PROGRAM
Implementation Only Grant Application Form

Grant Program Overview

The Public Building Electrification Grant (PBEG) Program was created by HB 22-1362[1], to promote greenhouse gas emissions (GHGs) reductions from public buildings in the State of Colorado (State). Emissions from heating buildings are one of the five major sources of greenhouse gas pollution in the State, according to the State's Greenhouse Gas Pollution Reduction Roadmap. Furthermore, public buildings tend to be older buildings whose systems have high energy needs and high energy costs. Energy upgrades to public buildings often remain cost-prohibitive and are a lower priority than the execution of public services. In recognition of these challenges, the PBEG Program was designed to support public buildings in need of financial and technical assistance to transition fossil fuel powered HVAC systems, water heating systems, or fossil fuel-powered appliances to highly efficient electric equipment and appliances.

Projects that support electrification and energy efficiency projects for public buildings in Disproportionately Impacted, Low-Income, and/or Just Transition (DI / LI / JT) communities are highly encouraged. 30% of total grant funding is reserved for projects in DI / LI / JT communities.

Program Goals
The objectives of the PBEG Program are to:

1. Scale up beneficial electrification in projects across Colorado, specifically in DI / LI / JT communities.
2. Reduce energy consumption in public buildings in Colorado.
3. Reduce harmful indoor air pollution and greenhouse gas emissions associated with burning natural gas and other fossil fuels that disproportionately impact low-income communities.
4. Reduce energy burden for public entities, with the intent of saving money spent on energy bills and reallocating those to other public services.
5. Support State-wide adoption of Colorado's updated Energy Code.
6. Spur electrification market transformation and technology advancement to accelerate the deployment of net-zero buildings.

[1] House Bill (HB) 22-1362, the Building Greenhouse Gas Emissions Act, directed the Colorado Energy Office (CEO) to create a grant program that supports the electrification of public buildings called the Public Building Electrification Grant (PBEG) program. The development of the Grant Program is outlined in Section 24-38.5-405 of the House Bill.

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Preparing your Implementation Only Grant Application

BEFORE YOU BEGIN: Please read through the PBEG Program Guidelines and Resource pages to understand the program objectives, eligibility, and requirements. To complete your application, please DOWNLOAD OR MAKE A COPY of this Google Doc and fill out all applicable fields.

To identify your community as a DI / JT / LI community for this grant funding opportunity, please:

1. Follow the guidance in the Community Identification Resource;
2. Prepare all documentation described in the resource; and
3. Provide the documentation outlined in Section 2 Community Information.

Note: A community is considered eligible for the DI / JT / LI allotment if they qualify for one or more of the community identifiers.

Implementation Only Grant Application Overview

The purpose of the grant application is to provide the Review Committee with an understanding of the applicant's proposed project, the project's commitment to full equipment electrification, any demonstrated need for funding support, and preparedness to implement the proposed project.

To submit your application and documentation, **DOWNLOAD OR MAKE A COPY of this Google Doc, fill out all applicable fields, DOWNLOAD OR MAKE A COPY of this Google Doc, fill out all applicable fields**, then follow submission instructions on the Colorado Energy Office's PBEG Grant Webpage. The applicant should review these guidelines in full prior to completing an application.

COLORADO
Energy Office

<u>Please DOWNLOAD OR MAKE A COPY of this Google Doc and fill out all applicable fields.</u>

1. Contact Information and Project Summary

Project Title: City of Louisville Public Library Building Electrification Retrofit

Applicant Organization/Entity: City of Louisville

Organization Type:

State agency
Local government
Institution of higher education
Special district
School district
Tribal government
Other, please specify

Lead Applicant Name/Title: Kayla Betzold, Sustainability Manager

Lead Applicant Email Address: kbetzold@louisvilleco.gov

Lead Applicant Phone Number: 720-765-7006

Lead Organization Mailing Address: 749 Main Street, Louisville CO, 80027

Total Funding Amount Requested: $677,500

Estimated Total Project Cost: 1,355,000

Project Timeline (anticipated start and end dates, any potential reason for delay):

3 months for final design – anticipated start date of April 2024, anticipated completion date of December 2024 (due to supply chain constraints).

Brief Project Description (750 words):

In December 2021, the City of Louisville experienced the most destructive wildfire in the state's history, with 550 homes and businesses destroyed. Almost two years after the devastating Marshall Fire, the City of Louisville continues to rebuild. In addition to pre-disaster planning, the City is focused on improving its climate resiliency and lessening its carbon footprint. The City developed and adopted an Internal Decarbonization Plan, which includes a roadmap to decarbonization and electrification of City facilities, fleet and equipment. The roadmap's recommendations are outlined in phases – near term, mid term and long term. The near term recommendations in the Plan include energy efficiency and load reduction at all 10 facility sites, 2.3 MW of onsite solar at seven facility sites, electric vehicle charging at five facility sites and mechanical electrification at five facility sites. The five near term sites were chosen due to their equipment nearing the end of its useful life. The Louisville Public Library is one of five near term building electrification sites outlined in the Internal Decarbonization Plan and electrifying the rooftop units and domestic hot water heater at the library is an integral part of achieving the goals outlined in the Internal Decarbonization Plan and grant funding will allow the City to implement the Plan's recommendations without reduction in scope, realizing the greatest decarbonization potential.

The transition from natural gas to electric heating and water systems is a crucial step towards reducing the carbon footprint associated with energy consumption. This project not only aligns with the City's commitment to environmental stewardship but also contributes to the broader goals of the state of Colorado in addressing climate change.

The benefits of this project extend beyond energy efficiency; it also promotes cleaner air, improved indoor air quality, and a healthier environment for patrons and staff. Furthermore, the successful implementation of this grant will undoubtedly contribute to the facilities' long-term operational efficiency and cost savings, reflecting a proactive approach to managing energy needs while fostering a positive impact on the community.

2. Community Information

Description of Community Location:

County: Boulder

City/Town: Louisville

Community Population: 19,394

Disproportionately Impacted, Just Transition, and/or Low Income Communities

Are you self-identifying your community as a Disproportionately Impacted, Just Transition, or Low-Income (DI/JT/LI) Community?

Yes

No

If yes, do you anticipate needing assistance with project management or administration of the grant if awarded? *Note: DI / JT / LI communities qualify for free technical and administrative assistance if the grant is awarded.*

Yes

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No

[UPLOAD] If you are self-identifying your community as DI/JT/LI (checked "yes") please provide the documentation requested in the Community Identification resource, in this section, to demonstrate applicability with the DI / JT / LI requirements.

Project Narrative. Please keep answers to a 500 word limit for each question.

1. Please describe why grant funds are necessary for your community/organization/entity and if the project would be able to move forward without the grant funding.

In addition to the COVID-19 pandemic, Boulder County and the City of Louisville have experienced numerous disasters in recent years. The 2013 Flood resulted in extensive damage to residential and commercial property, as well as roads, bridges creeks and open space and the 2021 Marshall Fire was the most destructive wildfire in Colorado history, with over 1,200 structures damaged or destroyed countywide. As the City of Louisville continues to rebuild from the fire, City leadership are working to become more resilient through climate mitigation and adaptation efforts.

The first large step was the City's Internal Decarbonization Plan which includes building and infrastructure upgrades, energy efficiency, clean energy and sustainable transportation. The City is also hiring a Resiliency Program Manager and Mitigation Coordinator to further increase resiliency work within the City. Through these efforts, the City of Louisville is doing its part to prepare, mitigate and adapt to climate change and reduce the impacts of future natural disasters, while also reducing emissions in an effort to reduce the intensity and frequency of these disasters in the future. This endeavor is important, impactful and expensive.

If this project is not awarded grant funds, the City would have to significantly reduce the scope, delay the project, or look for other ways to slowly implement measures over time. CEO funding for this project will enable the project to move forward as it currently exists. This project is an unprecedented opportunity for Louisville to achieve its resiliency, facility, and climate goals while continuing to provide on-going programming services to the community of Louisville.

2. In general, how will this project benefit your community? Please include all associated co-benefits on this project.

Through electrification and EV charging, the City will adapt to potential shifts in energy sources and technology advancements and will be more resilient to fluctuating fossil fuel prices due to global economic instability. Energy efficiency measures ensure ongoing energy savings and resiliency in the face of economic uncertainty.

COLORADO
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The project enhances the community's health and well-being by improving indoor air quality, reducing carbon emissions and upgrading building infrastructure which preserves a community resource used for programs and meetings. It improves the local economy by reducing operational costs allowing the City to allocate funds to other essential services.

Through implementation of this project, the community will be able to reduce its energy consumption, produce more clean energy on-site and reduce the reliance on gas through building electrification. As a result of the project, the City will reduce GHG emissions, reduce current and future utility costs, lessen global warming, and -in turn - produce a healthier environment for present and future generations. In addition, this project focuses on extending the life of the current facilities within Louisville versus building new which produces less embodied carbon and fewer lifecycle carbon emissions. It enhances project benefits by providing sustainable improvements for both present and future generations to enjoy.

During the bidding of the project's scope of work, all subcontractors in the local community will be encouraged to respond, including smaller companies that may be more at-risk due to the financial impacts of climate change. This project will help to promote social equity of clean energy across the Louisville community by sharing knowledge and education of the process and helping to make the transition to a clean energy economy a more holistic, state-wide solution. By preserving and enhancing a key publicly accessible community hub, Louisville will be providing equitable access and maintaining resources within the library for all residents and community members – regardless of background.

3. Are you working to achieve any sustainability goals or to implement strategies from other community plans (such as a comprehensive plan, etc)?

In 2019, City Council advanced its commitment to climate action by unanimously adopting Resolution 25-2019, setting clean energy and carbon emission reduction goals for the municipality and larger community. The municipal climate action goals are as follows:

- Meet all of Louisville's municipal electric needs with 100% carbon-free sources by 2025
- Reduce core municipal greenhouse gas (GHG) emissions annually below the 2016 baseline through 2025 (2016 baseline is 4,016 mtCO2)

As of March 2020, all City facility electricity comes from carbon-free sources, which is supplied as a premium charge added to each premise's monthly electricity consumption through utility billing (Renewable*Connect and Windsource). City facilities also participate in community solar gardens in Boulder and Weld counties and on-site solar at the Water and Wastewater Treatment Plants.

Currently, the City is not meeting the municipal goal to decrease GHG emissions from building energy use and fleet fuel annually from the 2016 baseline. In 2022, municipal greenhouse gas

COLORADO
Energy Office

emissions associated with building energy use and fleet fuel decreased, but are significantly higher than the baseline year of 2016, likely due to the Recreation Center expansion in 2018.

The City's Strategic Plan calls out 'Complete and implement Internal Decarbonization Plan for City facilities, fleet and equipment in an effort to support the City's renewable energy and carbon emission reduction goals and to serve as a role model for the community' as a priority initiative. The 2023 City Council Work Plan identifies 'City climate change/greenhouse gas reduction initiatives' as a high priority with "Completion and implementation of the Internal Decarbonization Plan" listed.

The City's adopted Sustainability Action Plan lists several energy, climate and transportation goals that are being achieved through the creation and implementation of the Internal Decarbonization Plan.

Required Uploads

- DI/JT/LI documentation, if applicable.

3. Building Information

[UPLOAD] Please fill out the spreadsheet titled "Building Information Spreadsheet" with the following information for the proposed project:

- Property Street Address
- Utility companies serving the building for natural gas and electricity.
- Description of the current facility:
    - Uses / Occupancy Type
    - Age of Building
    - Building square footage
    - Fuel Types Used
    - HVAC System - Space Heating
    - HVAC System - Domestic Water Heating
    - Other Applicable Gas-Fueled Appliance(s)
    - Note any retrofits or equipment upgrades within the last 10 years, if known or applicable.
- Description of the all electric systems that will be installed with the grant funding.
    - Note if electric service upgrades will be needed for the building to complete the project.
        - Electric panel upgrade.
        - Electric utility service upgrade.

[UPLOAD] Provide 12 Months of Energy Bills. Provide bills from Gas, Propane, Electricity, or other energy source providers. This can be in spreadsheet form or you may submit PDFs of the energy bills. Ensure all uploaded documents are clearly titled.

[UPLOAD] Natural Gas and Electric Rates: Gas and electric rate documentation (if not included in the 12 months of Energy Bills submitted).

[UPLOAD] All-Electric Systems Information: Please fill out the tab in the "Building Information Spreadsheet" titled "All-Electric Systems Information Spreadsheet" to provide information on the all-electric systems you are installing for the project.

Required Uploads

- Building Information Spreadsheet.
- 12 months of Energy Bills (electric, natural gas, propane, stationary diesel, etc).
- Gas and Electric Rate Documentation if not included in the 12 months of Energy Bills submitted.
- All-Electric Systems Information Spreadsheet.

4. Project Details

Electrification Project Scope

[UPLOAD] Provide all energy audits of ASHRAE Level II or equivalent or analysis completed for the project that evaluated the electrification of fossil gas equipment and/or any electric-service and electric-panel upgrades.

[UPLOAD] Submit documentation that justifies the selected size and type of equipment or installation with the quote. This may include but is not limited to an energy audit, a report from an energy analyst, or a set of Manual J calculations.

Provide a description in narrative form of the full project scope including which electrification measures will be implemented and electric service upgrades needed if applicable. (750 word limit)

Through this PGEB funded project at the Louisville Public Library, the City will transition two natural gas 80% efficient rooftop units (RTU) to two 50-ton air to air heat pump RTUs. One of the heat pump RTUs will have a coefficient of performance (COP) of 3.33 with heat recovery at 47 degrees Fahrenheit and the second heat pump RTU will have a COP of 3.18 with heat recovery at 17 degrees Fahrenheit. Additionally, a natural gas 80% efficient domestic hot water heater will be transitioned to an 80 gallon, 18kW electric water heater with a COP of 1

COLORADO
Energy Office

with electric resistance backup heating. Since the City will not be electrifying the natural gas boiler, a service upgrade is not needed at the site at this time.

Additional Energy Work within Project Scope

For each facility in the proposed project, please describe if the project will be paired with renewable energy, energy storage, and/or other energy efficiency improvements. If so, please describe those improvements here and attach any relevant documentation. (500 word limit, and/or **UPLOAD)**

There are several other aspects of decarbonization at the public library site that will be implemented in conjunction with the mechanical electrification. The following energy efficiency and load reduction measures will be implemented: variable frequency drives, snow melt system retro-commissioning, controls optimization/retro-commissioning, duct air sealing/insulation, envelope air sealing, lighting controls/vacancy sensors, advanced plug load reduction. Additionally, a 128 kW-DC flat roof solar system will be installed on the roof to further decarbonization efforts and produce renewable electricity onsite.

Energy Performance Contracting

Are you planning on pairing grant funding with EPC financing?

Yes

No

Implementation Project Team

Who will be involved in the implementation project? List any contractors, facilities managers, building owners, etc. along with relevant certifications and/or licenses (if applicable).

[UPLOAD] You may either fill out the table below or upload a document with your project team's information.

Project Team Member	Role	Company/ Organization	Certification/ Licenses (if applicable)
Kayla Betzold	Sustainability Manager/Project Manager	City of Louisville	
Kevin Frey	Facilities	City of Louisville	

	Superintendent/Project Manager		
Kurt Kowar	**Public Works Director**	**City of Louisville**	
ESCO	**Construction management**	**TBD**	
Ryder Bailey	**Finance Director**	**City of Louisville**	

Commissioning Plan

Project commissioning is not required but highly encouraged. If you are pursuing commissioning, please provide the following detail.

Name of Certified Commissioning Agent: TBD

Timeline for Commissioning: 2024

Systems being Commissioned: Commissioning will be completed after installation of the electric units through the EPC.

[UPLOAD] Commissioning Plan.

Additional Relevant Information

Note: Projects that do not provide information in this section will not be penalized.

1. Is there any additional information that will assist the Evaluation Committee in understanding the proposed project and need? (500 word limit)

2. **[UPLOAD]** Please attach any additional documents that would support your application (i.e., design documents, energy analysis, letters of recommendation, letters of support, etc.) and include a brief description of the documents attached. (500 word limit)

Required Uploads

- Energy Audit or Analysis (ASHRAE Level II or equivalent).

- Size and Type of Electric Systems Justification Report.
- Commissioning Plan, if applicable.
- Project team documentation, if not filling out the provided table.
- Any additional documents that support your application.

5. Project Budget

Project Budget

[UPLOAD] Complete the “Project Budget” Spreadsheet and upload it.

> **DI / LI / JT Communities**
> DI / LI / JT Applicants may have up to 40 hours of administrative time covered under the Implementation Grant. Please provide details on the administrative cost and the number of hours needed. Note, there cannot be double counting between administrative time covered with grant funding and any in-kind support that contributes to the community match.

[UPLOAD] Please attach a quote(s) and all specification sheets for the proposed high-efficiency electric equipment and/or any electric service and electric-panel upgrades necessary for project execution. You must include at least two (2) quotes per service or equipment type, as applicable, and must indicate which vendor was selected to perform the work.

[UPLOAD] Confirmation a project team member has signed up or completed the Electrification Training for the match contribution.

Required Uploads

- Project Budget Form.
- Project Quotes/Estimates.
- Equipment Specification Sheets.
- Confirmation of Electrification Training.

COLORADO
Energy Office

6. Required Uploads for Supporting Documentation

Supporting Uploads and Documentation

Please ensure all the following documents have been attached to your application:

Section 2: DI/JT/LI documentation, if applicable.
Section 3: Building Information Spreadsheet.
Section 3: 12 months of Energy Bills (electric, natural gas, propane, stationary diesel, etc).
Section 3: Gas and Electric Rate Documentation if not included in the 12 months of Energy Bills submitted.
Section 3: All-Electric Systems Information Spreadsheet.
Section 4: Energy Audit or Analysis (ASHRAE Level II or equivalent)
Section 4: Size and Type Justification Analysis if information is not included in the energy audit.
Section 4: Commissioning Plan, if applicable.
Section 4: Any additional documents that support your application.
Section 4: Project team documentation, if not filling out the provided table.
Section 5: Project Budget Form.
Section 5: Project Quotes/Estimates.
Section 5: Equipment Specification Sheets.
Section 5: Confirmation of Electrification Training.

COLORADO
Energy Office

7. Reporting Plan and Final Documentation - Implementation

Reporting Plan

Briefly describe the plan for grant reporting, including roles, responsibilities, and methods. If you are self-identifying your community as a DI/JT/LI community and plan to use grant funding to cover administrative costs, be sure to include the estimated administrative costs associated with grant reporting in the project budget. (500 word limit)

If awarded funding, the City of Louisville team will effectively manage the grant reporting and community progress and outcomes to the Colorado Energy Office. Kayla Betzold will act as the Project Manager and will oversee the project and its reporting. Kayla will compile information, ensure accuracy and provide a comprehensive overview of the project status and outcomes. Kayla will also be the City of Louisville point of contact and will communicate with other city team members through the project. Ryder Bailey and his Finance team will be responsible for providing accurate financial data related to grant expenditures and other financial documentation required by the state. Kevin Frey and the Public Works team will be directly involved with the project's implementation and will provide details about project activities, milestones achieved, challenges faced and success stories.

Upon completion of the project, the following documentation will be required:

1. Final budget sheet including all project expenses and matched income.
2. Legible copies of all sales/invoices showing the purchase price and amount paid by the applicant for the PBEG equipment and installation, the number and type of units purchased, and the coefficient of performance or efficiency rating for all units purchased.
3. Date(s) of installation, installation completion, and when the units were operational.
4. If available, energy use data/energy bills for each building for the months following the installation of the high-efficiency electric equipment.

To submit documentation, follow submission instructions on the [Colorado Energy Office's PBEG Grant Program webpage.]

GRANT AWARD LETTER
SUMMARY OF GRANT AWARD TERMS AND CONDITIONS

State Agency Colorado Energy Office	**Grant Amount** State Fiscal Year 2025: $1,592,000.00 State Fiscal Year 2026: Any SFY25 unspent funds State Fiscal Year 2027: $0.00 State Fiscal Year 2028: $0.00 State Fiscal Year 2029: $0.00 State Fiscal Year 2030: $0.00 **Total for all State Fiscal Years: $1,592,000.00**
Grantee City of Louisville	
Grant Issuance Date The date the State Controller or an authorized delegate signs this Grant Letter	
Grant Expiration Date December 31, 2029	**Local Match Amount** **Total for all State Fiscal Years: $1,592,000.00**
Grant Authority Authority to enter into this Grant exists in HB 22-1362.	

Grant Purpose
The Grantee was awarded funding as a result of the competitive High Efficiency Electric Heating & Appliances (HEEHA) Requests for Application.

Exhibits and Order of Precedence
The following Exhibits and attachments are included with this Grant:
1. Exhibit A, Statement of Work.
2. Exhibit B, Budget and Payment Conditions.
3. Exhibit C, Grantee's Application.

In the event of a conflict or inconsistency between this Grant and any Exhibit or attachment, such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority:
1. Colorado Special Provisions in §17 of the main body of this Grant
2. The provisions of the other sections of the main body of this Grant.
3. Exhibit A, Statement of Work.
4. Exhibit B, Budget and Payment Conditions.
5. Exhibit C, Grantee's Application

Principal Representatives

For the State:
Brittney Vancuran
Colorado Energy Office
1600 Broadway, Suite 1960

Denver, CO 80202
brittney.vancuran@state.co.us

For Grantee:
Hannah Miller
City of Louisville
749 Main Street

Louisville, CO 80027
hmiller@louisvilleco.gov

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SIGNATURE PAGE

THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT

Each person signing this Agreement represents and warrants that the signer is duly authorized to execute this Agreement and to bind the Party authorizing such signature.

<table>
<tr>
<td>GRANTEE
City of Louisville

____
By:

Date: _________________________</td>
<td>STATE OF COLORADO
Jared S. Polis, Governor
Colorado Energy Office
Will Toor, Executive Director

____
By: Dominique Gómez, Deputy Director

Date: _________________________</td>
</tr>
<tr>
<td colspan="2">In accordance with §24-30-202, C.R.S., this Agreement is not valid until signed and dated below by the State Controller or an authorized delegate.
STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

____
By: Office of the Governor, Jonathon Bray, Controller

Effective Date:_____________________</td>
</tr>
</table>

1. GRANT

As of the Grant Issuance Date, the State Agency shown on the first page of this Grant Award Letter (the "State") hereby obligates and awards to Grantee shown on the first page of this Grant Award Letter (the "Grantee") an award of Grant Funds in the amounts shown on the first page of this Grant Award Letter. By accepting the Grant Funds provided under this Grant Award Letter, Grantee agrees to comply with the terms and conditions of this Grant Award Letter and requirements and provisions of all Exhibits to this Grant Award Letter.

2. TERM

A. Initial Grant Term and Extension

The Parties' respective performances under this Grant Award Letter shall commence on the Grant Issuance Date and shall terminate on the Grant Expiration Date shown on the Cover Page for this Grant Award Letter unless sooner terminated or further extended in accordance with the terms of this Grant Award Letter. Upon request of Grantee, the State may, in its sole discretion, extend the term of this Grant Award Letter by providing Grantee with an updated Grant Award Letter showing the new Grant Expiration Date.

B. Early Termination in the Public Interest

The State is entering into this Grant Award Letter to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. If this Grant Award Letter ceases to further the public interest of the State or if State, Federal or other funds used for this Grant Award Letter are not appropriated, or otherwise become unavailable to fund this Grant Award Letter, the State, in its discretion, may terminate this Grant Award Letter in whole or in part by providing written notice to Grantee that includes, to the extent practicable, the public interest justification for the termination. If the State terminates this Grant Award Letter in the public interest, the State shall pay Grantee an amount equal to the percentage of the total reimbursement payable under this Grant Award Letter that corresponds to the percentage of Work satisfactorily completed, as determined by the State, less payments previously made. Additionally, the State, in its discretion, may reimburse Grantee for a portion of actual, out-of-pocket expenses not otherwise reimbursed under this Grant Award Letter that are incurred by Grantee and are directly attributable to the uncompleted portion of Grantee's obligations, provided that the sum of any and all reimbursements shall not exceed the maximum amount payable to Grantee hereunder. This subsection shall not apply to a termination of this Grant Award Letter by the State for breach by Grantee.

3. DEFINITIONS

The following terms shall be construed and interpreted as follows:

A. "**Budget**" means the budget for the Work described in Exhibit B.

B. "**Business Day**" means any day in which the State is open and conducting business, but shall not include Saturday, Sunday or any day on which the State observes one of the holidays listed in §24-11-101(1) C.R.S.

C. "**CORA**" means the Colorado Open Records Act, §§24-72-200.1 *et seq.*, C.R.S.

D. **"Electric Ready"** means adequate panel capacity, dedicated electric panel space, electrical wire, electrical receptacles, and adequate physical space to accommodate future installation

CC 01/21/25

of high-efficiency electric appliances including heating, water heating, cooking, drying, and an electric vehicle.

E. "**Grant Award Letter**" means this letter which offers Grant Funds to Grantee, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future updates thereto.

F. "**Grant Funds**" means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Grant Award Letter.

G. "**Grant Expiration Date**" means the Grant Expiration Date shown on the first page of this Grant Award Letter.

H. "**Grant Issuance Date**" means the Grant Issuance Date shown on the first page of this Grant Award Letter.

I. "**Exhibits**" exhibits and attachments included with this Grant as shown on the first page of this Grant

J. "**Extension Term**" means the period of time by which the Grant Expiration Date is extended by the State through delivery of an updated Grant Award Letter

K. "**Goods**" means any movable material acquired, produced, or delivered by Grantee as set forth in this Grant Award Letter and shall include any movable material acquired, produced, or delivered by Grantee in connection with the Services.

L. "**Incident**" means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access or disclosure of State Confidential Information or of the unauthorized modification, disruption, or destruction of any State Records.

M. "**Initial Term**" means the time period between the Grant Issuance Date and the Grant Expiration Date.

N. **"IPMVP"** means International Performance Measurement and Verification Protocol

O. "**Matching Funds**" means the funds provided Grantee as a match required to receive the Grant Funds.

P. **"M&V"** means measurement and verification.

Q. "**Party**" means the State or Grantee, and "Parties" means both the State and Grantee.

R. "**PII**" means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information. PII includes, but is not limited to, all information defined as personally identifiable information in §§24-72-501 and 24-73-101 C.R.S. "PII" shall also mean "personal identifying information" as set forth at § 24-74-102, et. seq., C.R.S.

S. **"Quarter"** means the three (3) months periods ending March 31, June 30, September 30, and December 31 of each calendar year.

T. "**Services**" means the services to be performed by Grantee as set forth in this Grant Award Letter and shall include any services to be rendered by Grantee in connection with the Goods.

U. “**State Confidential Information**” means any and all State Records not subject to disclosure under CORA. State Confidential Information shall include, but is not limited to, PII, and State personnel records not subject to disclosure under CORA. State Confidential Information shall not include information or data concerning individuals that is not deemed confidential but nevertheless belongs to the State, which has been communicated, furnished, or disclosed by the State to Grantee which (i) is subject to disclosure pursuant to CORA; (ii) is already known to Grantee without restrictions at the time of its disclosure to Grantee; (iii) is or subsequently becomes publicly available without breach of any obligation owed by Grantee to the State; (iv) is disclosed to Grantee, without confidentiality obligations, by a third party who has the right to disclose such information; or (v) was independently developed without reliance on any State Confidential Information.

V. “**State Fiscal Rules**” means the fiscal rules promulgated by the Colorado State Controller pursuant to § 24-30-202(13)(a) C.R.S.

W. “**State Fiscal Year**” means a 12 month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year. If a single calendar year follows the term, then it means the State Fiscal Year ending in that calendar year.

X. “**State Records**” means any and all State data, information, and records, regardless of physical form, including, but not limited to, information subject to disclosure under CORA.

Y. “**Subcontractor**” means third parties, if any, engaged by Grantee to aid in performance of the Work. “Subcontractor” also includes sub-grantees.

Z. “**Work**” means the delivery of the Goods and performance of the Services described in this Grant Award Letter.

AA. “**Work Product**” means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, and any other results of the Work. “Work Product” does not include any material that was developed prior to the Grant Issuance Date that is used, without modification, in the performance of the Work.

Any other term used in this Grant Award Letter that is defined in an Exhibit shall be construed and interpreted as defined in that Exhibit.

4. STATEMENT OF WORK

Grantee shall complete the Work as described in this Grant Award Letter and in accordance with the provisions of Exhibit A. The State shall have no liability to compensate or reimburse Grantee for the delivery of any goods or the performance of any services that are not specifically set forth in this Grant Award Letter.

5. PAYMENTS TO GRANTEE

A. Maximum Amount

Payments to Grantee are limited to the unpaid, obligated balance of the Grant Funds. The State shall not pay Grantee any amount under this Grant that exceeds the Grant Amount for each State Fiscal Year shown on the first page of this Grant Award Letter. Financial obligations of the State payable after the current State Fiscal Year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available. The State shall

CC 01/21/25

not be liable to pay or reimburse Grantee for any Work performed or expense incurred before the Grant Issuance Date or after the Grant Expiration Date; provided, however, that Work performed and expenses incurred by Grantee before the Grant Issuance Date that are chargeable to an active Federal Award may be submitted for reimbursement as permitted by the terms of the Federal Award.

B. Matching Funds.

Grantee shall provide the Local Match Amount shown on the first page of this Grant Award Letter and described in Exhibit A (the "Local Match Amount"). Grantee's obligation to pay all or part of any matching funds, whether direct or contingent, only extends to funds duly and lawfully appropriated for the purpose of this Agreement by the authorized representatives of Grantee and paid into Grantee's treasury or bank account. Grantee shall appropriate and allocate all Local Match Amounts to the purpose of this Grant Award Letter each fiscal year prior to accepting any Grant Funds for that fiscal year. Grantee does not by accepting this Grant Award Letter irrevocably pledge present cash reserves for payments in future fiscal years, and this Grant Award Letter is not intended to create a multiple-fiscal year debt of Grantee. Grantee shall not pay or be liable for any claimed interest, late charges, fees, taxes or penalties of any nature, except as required by Grantee's laws or policies.

C. Reimbursement of Grantee Costs

Upon prior written approval, the State shall reimburse Grantee's allowable costs, not exceeding the maximum total amount described in this Grant Award Letter for all allowable costs described in this Grant Award Letter and shown in the Budget, except that Grantee may adjust the amounts between each line item of the Budget without formal modification to this Agreement as long as the Grantee provides notice to the State of the change, the change does not modify the total maximum amount of this Grant Award Letter or the maximum amount for any state fiscal year, and the change does not modify any requirements of the Work.. The State shall only reimburse allowable costs if those costs are: **(i)** reasonable and necessary to accomplish the Work and for the Goods and Services provided; and **(ii)** equal to the actual net cost to Grantee (i.e. the price paid minus any items of value received by Grantee that reduce the cost actually incurred).

D. Close-Out.

Grantee shall close out this Grant within 45 days after the Grant Expiration Date. To complete close out, Grantee shall submit to the State all deliverables (including documentation) as defined in this Grant Award Letter and Grantee's final reimbursement request or invoice. The State will withhold 5% of allowable costs until all final documentation has been submitted and accepted by the State as substantially complete.

6. REPORTING - NOTIFICATION

A. Performance and Final Status

Grantee shall submit all financial, performance and other reports to the State no later than the end of the close out described in **§ 5.E**, containing an evaluation and review of Grantee's performance and the final status of Grantee's obligations hereunder.

B. Violations Reporting

Grantee shall disclose, in a timely manner, in writing to the State, all violations of federal or State criminal law involving fraud, bribery, or gratuity violations potentially affecting the

Award. The State may impose any penalties for noncompliance allowed under 2 CFR Part 180 and 31 U.S.C. 3321, which may include, without limitation, suspension or debarment.

7. GRANTEE RECORDS

A. Maintenance and Inspection

Grantee shall make, keep, and maintain, all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to this Grant for a period of three years following the completion of the close out of this Grant. Grantee shall permit the State to audit, inspect, examine, excerpt, copy and transcribe all such records during normal business hours at Grantee's office or place of business, unless the State determines that an audit or inspection is required without notice at a different time to protect the interests of the State.

B. Monitoring

The State will monitor Grantee's performance of its obligations under this Grant Award Letter using procedures as determined by the State. The State shall have the right, in its sole discretion, to change its monitoring procedures and requirements at any time during the term of this Agreement. The State shall monitor Grantee's performance in a manner that does not unduly interfere with Grantee's performance of the Work.

C. Final Audit Report

Grantee shall promptly submit to the State a copy of any final audit report of an audit performed on Grantee's records that relates to or affects this Grant or the Work, whether the audit is conducted by Grantee or a third party.

8. CONFIDENTIAL INFORMATION-STATE RECORDS

A. Confidentiality

Grantee shall hold and maintain, and cause all Subcontractors to hold and maintain, any and all State Records that the State provides or makes available to Grantee for the sole and exclusive benefit of the State, unless those State Records are otherwise publicly available at the time of disclosure or are subject to disclosure by Grantee under CORA. Grantee shall not, without prior written approval of the State, use for Grantee's own benefit, publish, copy, or otherwise disclose to any third party, or permit the use by any third party for its benefit or to the detriment of the State, any State Records, except as otherwise stated in this Grant Award Letter. Grantee shall provide for the security of all State Confidential Information in accordance with all policies promulgated by the Colorado Office of Information Security and all applicable laws, rules, policies, publications, and guidelines. If Grantee or any of its Subcontractors will or may receive the following types of data, Grantee or its Subcontractors shall provide for the security of such data according to the following: **(i)** the most recently promulgated IRS Publication 1075 for all Tax Information and in accordance with the Safeguarding Requirements for Federal Tax Information attached to this Grant as an Exhibit, if applicable, **(ii)** the most recently updated PCI Data Security Standard from the PCI Security Standards Council for all PCI, **(iii)** the most recently issued version of the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy for all CJI, and **(iv)** the federal Health Insurance Portability and Accountability Act for all PHI and the HIPAA Business Associate Agreement attached to this Grant, if applicable. Grantee shall immediately forward any request or demand for State Records to the State's principal representative.

B. Other Entity Access and Nondisclosure Agreements

Grantee may provide State Records to its agents, employees, assigns and Subcontractors as necessary to perform the Work, but shall restrict access to State Confidential Information to those agents, employees, assigns and Subcontractors who require access to perform their obligations under this Grant Award Letter. Grantee shall ensure all such agents, employees, assigns, and Subcontractors sign nondisclosure agreements with provisions at least as protective as those in this Grant, and that the nondisclosure agreements are in force at all times the agent, employee, assign or Subcontractor has access to any State Confidential Information. Grantee shall provide copies of those signed nondisclosure restrictions to the State upon request.

C. Use, Security, and Retention

Grantee shall use, hold and maintain State Confidential Information in compliance with any and all applicable laws and regulations in facilities located within the United States, and shall maintain a secure environment that ensures confidentiality of all State Confidential Information wherever located. Grantee shall provide the State with access, subject to Grantee's reasonable security requirements, for purposes of inspecting and monitoring access and use of State Confidential Information and evaluating security control effectiveness. Upon the expiration or termination of this Grant, Grantee shall return State Records provided to Grantee or destroy such State Records and certify to the State that it has done so, as directed by the State. If Grantee is prevented by law or regulation from returning or destroying State Confidential Information, Grantee warrants it will guarantee the confidentiality of, and cease to use, such State Confidential Information.

D. Incident Notice and Remediation

If Grantee becomes aware of any Incident, it shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the State. After an Incident, Grantee shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State, which may include, but is not limited to, developing and implementing a remediation plan that is approved by the State at no additional cost to the State.

E. Safeguarding PII

If Grantee or any of its Subcontractors will or may receive PII under this Agreement, Grantee shall provide for the security of such PII, in a manner and form acceptable to the State, including, without limitation, State non-disclosure requirements, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Grantee shall be a "Third-Party Service Provider" as defined in § 24-73-103(1)(i), C.R.S. and shall maintain security procedures and practices consistent with § 24-73-101 *et seq.*, C.R.S. In addition, as set forth in § 24-74-102, et. seq., C.R.S., Grantee, including, but not limited to, Grantee's employees, agents and Subcontractors, agrees not to share any PII with any third parties for the purpose of investigating for, participating in, cooperating with, or assisting with Federal immigration enforcement.

9. CONFLICTS OF INTEREST

Grantee shall not engage in any business or activities or maintain any relationships that conflict in any way with the full performance of the obligations of Grantee under this Grant. Grantee acknowledges that, with respect to this Grant, even the appearance of a conflict of interest shall be harmful to the State's interests and absent the State's prior written approval, Grantee shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Grantee's obligations under this Grant. If a conflict or the appearance of a conflict arises, or if Grantee is uncertain whether a conflict or the appearance of a conflict has arisen, Grantee shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration. Grantee acknowledges that all State employees are subject to the ethical principles described in § 24-18-105, C.R.S. Grantee further acknowledges that State employees may be subject to the requirements of § 24-18-105, C.R.S. with regard to this Grant.

10. INSURANCE

Grantee shall maintain at all times during the term of this Grant such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the Colorado Governmental Immunity Act, § 24-10-101, *et seq.*, C.R.S. (the "GIA"). Grantee shall ensure that any Subcontractors maintain all insurance customary for the completion of the Work done by that Subcontractor and as required by the State or the GIA.

11. REMEDIES

In addition to any remedies available under any exhibit to this Grant Award Letter, if Grantee fails to comply with any term or condition of this Grant, the State may terminate some or all of this Grant and require Grantee to repay any or all Grant funds to the State in the State's sole discretion. The State may also terminate this Grant Award Letter at any time if the State has determined, in its sole discretion, that Grantee has ceased performing the Work without intent to resume performance, prior to the completion of the Work.

12. DISPUTE RESOLUTION

Except as herein specifically provided otherwise, disputes concerning the performance of this Grant that cannot be resolved by the designated Party representatives shall be referred in writing to a senior departmental management staff member designated by the State and a senior manager or official designated by Grantee for resolution.

13. NOTICES AND REPRESENTATIVES

Each Party shall identify an individual to be the principal representative of the designating Party and shall provide this information to the other Party. All notices required or permitted to be given under this Grant Award Letter shall be in writing and shall be delivered either in hard copy or by email to the representative of the other Party. Either Party may change its principal representative or principal representative contact information by notice submitted in accordance with this **§ 13**.

14. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION

Grantee hereby grants to the State a perpetual, irrevocable, non-exclusive, royalty free license, with the right to sublicense, to make, use, reproduce, distribute, perform, display, create derivatives of and otherwise exploit all intellectual property created by Grantee or any Subcontractors or Subgrantees and paid for with Grant Funds provided by the State pursuant to this Grant.

15. GOVERNMENTAL IMMUNITY

Liability for claims for injuries to persons or property arising from the negligence of the Parties, their departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, § 24-10-101, et seq., C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b),

CC 01/21/25

and the State's risk management statutes, § 24-30-1501, *et seq*. C.R.S. 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, contained in these statutes.

16. GENERAL PROVISIONS

A. Assignment

Grantee's rights and obligations under this Grant are personal and may not be transferred or assigned without the prior, written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Grantee's rights and obligations approved by the State shall be subject to the provisions of this Grant Award Letter.

B. Captions and References

The captions and headings in this Grant Award Letter are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions. All references in this Grant Award Letter to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

C. Entire Understanding

This Grant Award Letter represents the complete integration of all understandings between the Parties related to the Work, and all prior representations and understandings related to the Work, oral or written, are merged into this Grant Award Letter.

D. Modification

The State may modify the terms and conditions of this Grant by issuance of an updated Grant Award Letter, which shall be effective if Grantee accepts Grant Funds following receipt of the updated letter. The Parties may also agree to modification of the terms and conditions of the Grant in a formal amendment to this Grant, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules.

E. Statutes, Regulations, Fiscal Rules, and Other Authority.

Any reference in this Grant Award Letter to a statute, regulation, State Fiscal Rule, fiscal policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the Grant Issuance Date. Grantee shall strictly comply with all applicable Federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

F. Digital Signatures

If any signatory signs this agreement using a digital signature in accordance with the Colorado State Controller Contract, Grant and Purchase Order Policies regarding the use of digital signatures issued under the State Fiscal Rules, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Agreement by reference.

G. Severability

The invalidity or unenforceability of any provision of this Grant Award Letter shall not affect the validity or enforceability of any other provision of this Grant Award Letter, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under the Grant in accordance with the intent of the Grant.

H. Survival of Certain Grant Award Letter Terms

Any provision of this Grant Award Letter that imposes an obligation on a Party after termination or expiration of the Grant shall survive the termination or expiration of the Grant and shall be enforceable by the other Party.

I. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described above, this Grant Award Letter does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Any services or benefits which third parties receive as a result of this Grant are incidental to the Grant, and do not create any rights for such third parties.

J. Waiver

A Party's failure or delay in exercising any right, power, or privilege under this Grant Award Letter, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

K. Accessibility

i. Grantee shall comply with and the Work Product provided under this Agreement shall be in compliance with all applicable provisions of § 24-85-101, *et seq.*, C.R.S., and the *Accessibility Standards for Individuals with a Disability*, as established by OIT pursuant to Section § 24-85-103 (2.5), C.R.S. Grantee shall also comply with all State of Colorado technology standards related to technology accessibility and with Level AA of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards.

ii. The State may require Grantee's compliance to the State's Accessibility Standards to be determined by a third party selected by the State to attest to Grantee's Work Product and software is in compliance with § 24-85-101, *et seq.*, C.R.S., and the *Accessibility Standards for Individuals with a Disability* as established by OIT pursuant to Section § 24-85-103 (2.5), C.R.S.

17. COLORADO SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-3)

A. **STATUTORY APPROVAL. § 24-30-202(1) C.R.S.**

This Agreement shall not be valid until it has been approved by the Colorado State Controller or designee. If this Agreement is for a Major Information Technology Project, as defined in § 24-37.5-102(2.6), then this Agreement shall not be valid until it has been approved by the State's Chief Information Officer or designee.

B. **FUND AVAILABILITY. § 24-30-202(5.5) C.R.S.**

Financial obligations of the State payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

C. **GOVERNMENTAL IMMUNITY.**

CC 01/21/25

Liability for claims for injuries to persons or property arising from the negligence of the Parties, its departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, § 24-10-101, et seq., C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, § 24-30-1501, et seq. C.R.S. 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, contained in these statutes.

D. **INDEPENDENT CONTRACTOR.**

Grantee shall perform its duties hereunder as an independent contractor and not as an employee. Neither Grantee nor any agent or employee of Grantee shall be deemed to be an agent or employee of the State. Grantee shall not have authorization, express or implied, to bind the State to any agreement, liability, or understanding, except as expressly set forth herein. **Grantee and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Grantee or any of its agents or employees. Grantee shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Agreement. Grantee shall (a) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (b) provide proof thereof when requested by the State, and (c) be solely responsible for its acts and those of its employees and agents.**

E. **COMPLIANCE WITH LAW.**

Grantee shall comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

F. **CHOICE OF LAW, JURISDICTION, AND VENUE.**

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Agreement. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. All suits or actions related to this Agreement shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

G. **PROHIBITED TERMS.**

Any term included in this Agreement that requires the State to indemnify or hold Grantee harmless; requires the State to agree to binding arbitration; limits Grantee's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall be void ab initio. Nothing in this Agreement shall be construed as a waiver of any provision of §24-106-109 C.R.S.

H. **SOFTWARE PIRACY PROHIBITION.**

State or other public funds payable under this Agreement shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Grantee hereby certifies and warrants that, during the term of this Agreement and any extensions, Grantee has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Grantee is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Agreement, including, without limitation, immediate termination of this Agreement and any remedy consistent with federal copyright laws or applicable licensing restrictions.

I. **EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST. §§ 24-18-201 and 24-50-507 C.R.S.**

The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Agreement. Grantee has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Grantee's services and Grantee shall not employ any person having such known interests.

CC 01/21/25

EXHIBIT A, STATEMENT OF WORK

1. High Efficiency Electric Heating and Appliances Grant Program

The HEEHA Grant Program was created by HB 22-1362 to promote neighborhood-scale electrification projects in the State of Colorado (State). Fossil gas-powered appliances and equipment produce greenhouse gasses (GHG) and harmful indoor air pollution which can cause health problems. As a result, buildings rank in the top five biggest sources of GHG pollution in the State. Projects that support electrification and energy efficiency upgrades in Disproportionately Impacted, Low-Income, and/or Just Transition (DI / LI / JT) communities are highly encouraged. 30% of total grant funding is reserved for projects in DI / LI / JT communities.

The resulting High Efficiency Electric Heating & Appliances (HEEHA) program is a competitive, reimbursement-based grant program administered by CEO. The total funding amount distributed by HEEHA is not to exceed $10 million over the program's duration.

Funding allocations will go exclusively toward the purchase and installation of high-efficiency electric equipment for space heating, water heating, or cooking in 5 or more residential units or 3 or more commercial buildings. In the case of applicants located in DI/ LI/ JT communities, administrative costs associated with the purchase and installation of electrification equipment are eligible for additional cost coverage.

2. Project Description

The Grantee was awarded grant funding as a result of the High Efficiency Electric Heating and Appliances (HEEHA) Request for Applications (RFA). The Colorado Energy Office (hereinafter called "CEO" or the "State") agrees to provide funding to the **City of Louisville, Colorado** (hereinafter called "Grantee"), towards the costs associated and eligible with the HEEHA program.

HEEHA is a program administered by the Colorado Energy Office (CEO) to encourage use of electric equipment and appliances in buildings, because they reduce greenhouse gas emissions, promote energy security through reliance on domestic electricity, and drive an innovative market for new technology applications. The general purpose of this project is to encourage the installation of electric building equipment in residential and commercial buildings throughout the state of Colorado.

Grantee is requesting funding for the procurement and installation of electric equipment **at the Recreation & Senior Center: 900 Via Appia Way, The Police & Municipal Court: 992 West Via Appia Court, and The Sid Copeland Water Treatment: 1955 Washington Ave.**

Any dates or deadlines with the exception of the Effective Date and Grant Expiration Date of this Grant Award Letter may be adjusted by mutual written agreement of the Grantee and CEO. Exclusively for the purposes of modifying deadlines in this Statement of Work, e-mail shall suffice as written documentation. If applicable, an extension of the Grant Expiration Date of the Grant Award shall require a formal modification to the Grant Award Letter.

The Grantee shall hire and retain contractors and other professional services as needed to purchase and install necessary equipment and supporting structures.

Total award not to exceed **$1,592,000.00**

3. Grantee Tasks, Deliverables & Timeline

Grantee is subject to the following tasks, deliverables and timelines.

3.1. Grant Administration

3.1.1. Kick-off Meeting

Kick-off meeting will be held within 45 days of Grant Agreement execution and will establish expectations of grantee for implementing this agreement. The meeting shall include, but not be limited to, a review of the project implementation timeline, contingency plans should the original timeline be extended, Grantee's strategy to implement the proposed project and associated deliverables, and a review of this agreement to ensure a clear understanding of expectations.

Deliverables: PowerPoint slides or presentation containing the project timeline and contingency plans. Other meeting materials developed as appropriate.

Timeline: Meeting will be held within 45 days of grant agreement execution and materials developed and presented in the kick-off meeting to be delivered to the grant program manager within 2 business days following the meeting.

3.1.2. Reporting & Progress Meetings

CEO & Grantee shall conduct check-in calls on a quarterly schedule (State fiscal year). The Grantee shall be responsible for ensuring that all relevant staff attend calls. Meeting agenda will include updates on relevant project tasks, challenges and barriers the Grantee is encountering, and any decisions or guidance needed from CEO. Additionally, these meetings may include identifying any needed modifications to the tasks, implementation timeline, or budgets.

- Monthly Progress Reports
  Grantee will be subject to monthly performance reporting.
  Reports shall include:
    - Financial/Expenditure – tracking of grant related expenses for the quarter (paid and unpaid) and expenditures to date by match funding source. Expenses must match the budget line items

CC 01/21/25

outlined in Exhibit B. Expenditures of funds must reconcile with CEO's files and may also include unpaid invoices.
  - Programmatic – narrative report; including progress made toward project goals and objectives, obstacles encountered to date and possible solutions, photos indicative of construction progress for the quarter, planned activities for the next month.

Deliverables: Monthly progress report with financial/expenditure tracking and programmatic narrative update.

Timeline: Monthly reports will be submitted to the grant program manager by the 15th of each month.

- Annual Performance Reporting

  Grantee shall submit a report to the Colorado Energy Office the first five years after receiving the grant award. This report shall include description of the project and measures funded using grant funds and operational data of electric equipment on gas and electricity use, cost, and emissions. Reporting template will be provided by the Colorado Energy Office.

Deliverables: Annual report with financial/expenditure tracking, programmatic narrative update, and impact reporting on energy use.

Timeline: Annual report will be due each year in December.

- Final Report
  - The Grantee shall complete reimbursable work within 12 months of the Grant Agreement Effective Date and submit a final report. This report will demonstrate the completion of the project and installation of the electric equipment. To be acceptable, the final report must explain the Grantee's procurement and installation process, and it must identify the location of the equipment accompanied with a picture of the installed unit. The Grantee shall provide an invoice to CEO for the purchase of the unit and associated equipment, permitting costs, and the labor costs associated with the installation. To be acceptable, the invoice must be supported by receipts or invoices for all equipment, permits, and labor. The invoice must include an itemized list of all project costs being considered under the grant, including a breakdown of those covered under HEEHA and by any match funding.

CC 01/21/25

Deliverables: Final report providing a summary of key accomplishments from the past year, including project completion and final reporting requirements.

Timeline: Due at final reimbursement request within 12 months of Grant Effective Date.

Budget: $0.00

3.1.3. Payment Requests/Reimbursements

- Grantee shall submit a finance/expenditure report including receipts/invoices detailing eligible project expenditures and pictures of operational equipment, along with the monthly progress report detailing installation and operation of electric equipment per unit complete. The electric equipment will be acceptable to the CEO if they are installed, operational, and available for use. The Grantee's invoice to CEO will be acceptable if it is properly supported by invoices or receipts and the costs are associated with procurement of electric equipment, construction materials, permitting, construction labor costs, and installation costs.
- The reimbursement report will be acceptable to CEO if it explains the Grantee's procurement and installation process, and it identifies the location of the electric equipment accompanied with a picture of the installed units. If the units, invoice, and report are acceptable, the CEO Program Manager will submit the invoice to the accounting department for payment.
    - If the units, invoice, and report are unacceptable, the CEO Program Manager will work with the Grantee to correct, modify, or replace as needed.

Deliverables: The following documentation is required for CEO to reimburse eligible costs on the project:

- Reimbursement Report
- Summary Invoice/Reimbursement Request
- Legible copies of all sales invoices showing the purchase price and amount paid by the applicant for the equipment, number of units purchased and serial numbers from the units.
- Legible copies of all invoices/receipts showing installation costs and number of labor hours spent by the installers and any subcontractors on the project.
- Date(s) of installation, installation completion and when the unit(s) are operational and available for use.
- Digital photograph(s) of the completed unit(s).

- Photographs must demonstrate adherence to the design standards. Additional photographs may be requested prior to reimbursement being finalized if this is not clearly demonstrated.
- All deliverables shall be adjusted to the final approval and discretion of the CEO.

3.2. Equipment Installation & Commissioning

3.2.1. Equipment Installation

The following activities will be performed and equipment will be purchased, installed, and operational:

- Space Heating & Cooling
  - Heat Pump rooftop units for the recreation & senior center (8)
  - Heat Pump rooftop units for the police & municipal court (2)
  - Heat Pump rooftop unit for the Sid Copeland Water Treatment Facility (1)
  - Installation and associated labor of heat pump rooftop units (11)
  - Associated equipment and labor costs required for equipment installation.

Deliverables: Installation of approved appliances with supporting documentation including paid invoices and photos

Budget: $1,592,000.00

3.2.2. Commissioning & Operational Verification

Grantee shall undertake a process to ensure all systems & equipment are designed, installed, tested, operated, and maintained according to the operational requirements to ensure proper installation and operation. Grantee shall also clearly demonstrate installed equipment is primarily used over fossil fuel driven redundancy boiler(s).

Deliverables: Supporting documentation including a commissioning logbook, IPMVP Option B compliant M&V plan and report and any supporting data and primary information to be provided within 1 year of project completion date.

3.2.3. Final Project Design

Grantee is tasked with finalizing the detailed design of this project and providing CEO with a copy of such design.

Deliverables: Copy of final project design development and construction documents upon completion.

3.3. Local Match Amount

Grantee shall submit to the Colorado Energy Office details on any federal and local tax benefits received for the property that constitute grant match requirements.

- Evidence of City of Louisville Capital Improvement Funds utilized for the project ($1,592,000.00)

Deliverables: Evidence of federal tax credit/benefits or local rebates received for this project. Evidence of general reserve funds and budgeted capital expenditure allocated for the project.

3.4. Acceptance Criteria

Deliverables will be accepted upon timely submission and review by the CEO grant manager to ensure they meet all criteria in the above tasks and are included in the monthly reports from the Grantee. CEO shall notify the Grantee in writing within ten (10) calendar days of receiving a deliverable whether it accepts or rejects that deliverable. If no notification is delivered to the Grantee within this period, the deliverable shall be considered accepted. Any deliverable rejection notice shall specify in reasonable detail the way the deliverable does not materially conform to the specifications set forth in this Exhibit A. Grantee shall then implement such changes as reasonably required to bring the deliverable into material conformity with this Exhibit A. If, at the time the Grant is closed-out or terminated, it is determined that the Work is unfinished, incomplete, or unsatisfactory, or if Grantee fails to complete its obligations under this Statement of Work, in the State's sole discretion, the State shall have the right to recover from Grantee up to 100% of the Grant Funds that have been expended.

EXHIBIT B, BUDGET & PAYMENT CONDITIONS

1. Eligible Costs

The following items are eligible for reimbursement:

- Energy audit(s) of ASHRAE Level II or equivalent to help an applicant determine electrification equipment type and sizing for the project.
- The purchase and installation of high efficiency electric equipment for space heating, water heating, or cooking.
- Utility and electric infrastructure upgrades that are necessary to install high efficiency electric equipment. This includes wiring, transformers, breaker boxes, electrical panels, and circuits.
- The purchase and installation of other innovative high efficiency building technologies that the CEO decides will likely be the same or better efficiency as high efficiency heat pumps.
- DI / LI / JT Communities Only: Community organizing time associated with the planning of the neighborhood-scale electrification project. Up to 30 hours of community organizing to recruit homeowners, organizing energy audits, and other tasks associated with the planning grant may be reimbursed through the grant.
- DI / LI / JT Communities Only: Administrative costs associated with the implementation of the neighborhood-scale electrification project may be reimbursed through the grant funding. Administrative costs may include but are not limited to reimbursement for staff time for managing or coordinating the implementation and installation of the equipment, working with contractors to complete projects, or other implementation-focused activities.

2. Project Budget

Table 1. HEEHA Budget Form Summary

Planning Phase Budget Request	**Measure**	**Total Cost**	**CEO Grant Coverage Percentage**
	Energy Audits/	$0	0%

CC 01/21/25

	Analysis Costs:		
	Community Organizing Costs:	$0	0%
	Total Request	**$0**	0%
Implementation Phase Budget Request	**Measure**	**Total Cost**	**CEO Grant Coverage Percentage**
	Electrification Equipment Costs:	$3,184,000	50%*
	Electric Service/Panel Upgrade Costs:	$0.00	0%
	Administrative Costs:	$0.00	0%
	Total Request before Training:	$1,592,000.00	
	Total Request Cover by Grant after Training:	**$1,592,000.00**	
Total Project Costs Covered before Training (Planning & Implementation)		$1,592,000.00	
Total Project Costs Covered by Grant after Training (Planning & Implementation)		$1,592,000.00	

*Grantees who elect to participate in CEO's electrification training course receive a 5% discount on match requirement for electrification equipment costs.

CC 01/21/25

High Efficiency and Electrification Heating Appliances Implementation Only Grant Application Form

Grant Program Overview

The HEEHA Grant Program was created by HB 22-1362[1] to promote neighborhood-scale electrification projects in the State of Colorado (State). Fossil gas-powered appliances and equipment produce greenhouse gas (GHG) and harmful indoor air pollution which can cause health problems. As a result, buildings rank in the top five biggest sources of GHG pollution in the State, according to the Colorado Greenhouse Gas Pollution Reduction Roadmap. In addition, over one million Coloradans spend five percent or more of their household income on energy costs – a situation known as “energy-burdened.”

High efficiency electric appliance upgrades can reduce indoor air pollutants, reduce energy costs, and improve comfort, but present a significant cost to implement. The HEEHA Grant Program intends to reduce this cost barrier.

Projects that support electrification and energy efficiency upgrades in Disproportionately Impacted, Low-Income, and/or Just Transition (DI / LI / JT) communities are highly encouraged. 30% of total grant funding is reserved for projects in DI / LI / JT communities.

Program Goals

The objectives of the HEEHA Grant Program are to:

1. Scale up beneficial electrification in projects across Colorado, specifically in DI / LI / JT communities.
2. Support electrification and energy efficiency projects in DI / LI / JT communities.
3. Reduce harmful indoor air pollution and GHGs associated with burning natural gas and other fossil fuels, which disproportionately harm DI / LI / JT communities.
4. Reduce energy burden and energy use, with the intent to save money spent on energy bills for DI / LI / JT communities.[2]
5. Advance the goals of the State’s GHG Pollution Reduction Roadmap.
6. Increase demand and publicity for innovative, climate-smart building technology.

[1] In 2022, the Colorado State Legislature passed House Bill (HB) 22-1362, the Building Greenhouse Gas Emissions Act. Section 24-38.5-405 of this bill directed the Colorado Energy Office (CEO) to create a grant program, the High Efficiency Electric Heating and Appliances (HEEHA) Grant Program.

[2] https://rmi.org/insight/the-new-economics-of-electrifying-buildings

Preparing your Implementation Only Grant Application

BEFORE YOU BEGIN: Please read through the HEEHA Grant Program Guidelines and Resource pages to understand the program objectives, eligibility, and requirements. To complete your application, please DOWNLOAD OR MAKE A COPY of this Google Doc and fill out all applicable fields.

To self-identify your community as a DI / JT / LI community for this grant funding opportunity, please:

1. Follow the guidance in the Community Identification Resource;
2. Prepare all documentation described in the resource; and
3. Provide the documentation outlined in Section 2 Community Information.

Note: A community is considered eligible for the DI / JT / LI allotment if they qualify for one or more of the community identifiers.

Implementation Only Grant Application Overview

The purpose of the grant application is to provide the Review Committee with an understanding of the applicant's proposed project, the project's commitment to full beneficial electrification, any demonstrated need for funding support, and preparedness to implement the proposed project.

To submit your application and documentation, **DOWNLOAD OR MAKE A COPY of this Google Doc, fill out all applicable fields,** then follow submission instructions on the Colorado Energy Office's HEEHA Grant Webpage. The applicant should review the HEEHA Grant Program Guidelines in full prior to completing an application.

COLORADO
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Implementation Only Grant Application Form

Please DOWNLOAD OR MAKE A COPY of this Google Doc and fill out all applicable fields.

1. Contact Information and Project Summary

Project Title: City of Louisville Municipal Decarbonization Project

Applicant Organization/Entity: City of Louisville

Applicant Type:

- Private/non-profit organization
- Local government
- Institution of higher education
- Apartment/condominium complex
- Housing developer
- Business district/association
- Utilities
- Tribal government
- HOA
- Other, please explain

Lead Applicant Name/Title: Kayla Betzold, Sustainability Manager

Lead Applicant Email Address: kbetzold@louisvilleco.gov

Lead Applicant Phone Number: 720-765-7006

Lead Organization/Entity Mailing Address: 749 Main Street, Louisville CO, 80027

Total Funding Amount Requested: $1,592,000

Estimated Total Project Cost: $3,184,000

Project Timeline (anticipated start and end dates, any potential reason for delay):

3 months for final design – anticipated start date of April 2024, anticipated construction timeline of 18 months, due to supply chain constraints.

Brief Project Description (750 word limit):

In December 2021, the City of Louisville experienced the most destructive wildfire in the state's history, with 550 homes and businesses destroyed. Almost two years after the devastating Marshall Fire, the City of Louisville continues to rebuild. In addition to pre-disaster planning, the City is focused on improving its climate resiliency and lessening its carbon footprint. The City developed and adopted an Internal Decarbonization Plan, which includes a roadmap to decarbonization and electrification of City facilities, fleet and equipment. The roadmap's recommendations are outlined in phases – near term, mid term and long term. The near term recommendations in the Plan include energy efficiency and load reduction at all 10 facility sites, 2.3 MW of onsite solar at seven facility sites, electric vehicle charging at five facility sites and mechanical electrification at five facility sites. The five near term sites were chosen due to their equipment nearing the end of its useful life. The Recreation & Senior Center, Police & Municipal Court and Sid Copeland Water Treatment Plant are all facilities included in the near term scope outlined in the Internal Decarbonization Plan.

The transition from natural gas to electric heating and water systems is a crucial step towards reducing the carbon footprint associated with energy consumption. This project not only aligns with the City's commitment to environmental stewardship but also contributes to the broader goals of the state of Colorado in addressing climate change.

The benefits of this project extend beyond energy efficiency; it also promotes cleaner air, improved indoor air quality, and a healthier environment for patrons and staff. Furthermore, the successful implementation of this grant will undoubtedly contribute to the facilities' long-term operational efficiency and cost savings, reflecting a proactive approach to managing energy needs while fostering a positive impact on the community.

Electrifying the rooftop units at the Recreation & Senior Center, Police & Courts and Sid Copeland Water Treatment Plant is an integral part of achieving the goals outlined in the Internal Decarbonization Plan and grant funding will allow the City to implement the Plan's recommendations without reduction in scope, realizing the greatest decarbonization potential.

2. Community Information

Community Location

County: Boulder

City/Town: Louisville

Neighborhood Address: Recreation & Senior Center: 900 Via Appia Way, Police & Municipal Court: 992 West Via Appia Court, Sid Copeland Water Treatment: 1955 Washington Ave

OR

[UPLOAD] Neighborhood Map: You may also upload a screenshot of your neighborhood instead of providing an address.

Neighborhood Description: Please provide a written narrative/description of the neighborhood that captures location and other relevant information. (500 word limit)

COLORADO
Energy Office

The Recreation and Senior Center and Police & Municipal Court buildings are located on the same street, a well-traveled east-west street through the north central neighborhood of Louisville. Both buildings are located directly across the street from one of the hardest hit neighborhoods in the Marshall Fire, with more than 100 homes being rebuilt in the surrounding area. The Sid Copeland Water Treatment Plant is located on the north side of the city, south of South Boulder Road.

Disproportionately Impacted, Just Transition, and/or Low-Income Communities

1. Are you self-identifying your community as a Disproportionately Impacted, Just Transition, or Low-Income (DI / JT / LI) Community?

   Yes

   No

2. If yes, do you anticipate needing assistance with project management and/or administration of the grant if awarded? *Note: DI / JT / LI communities qualify for free technical assistance from CEO if the grant is awarded.*

   Yes

   No

3. **[UPLOAD]** If you are self-identifying your community as DI /JT /LI (answered "yes" in Question 1 of this section), please upload the documentation requested in the Community Identification resource to demonstrate applicability with the DI / JT / LI requirements.

Project Narrative. Please keep answers to a 500 word limit for each question.

1. Please describe why HEEHA grant funds are necessary for your community/organization/entity and if the project would be able to move forward without grant funding.

In addition to the COVID-19 pandemic, Boulder County and the City of Louisville have experienced numerous disasters in recent years. The 2013 Flood resulted in extensive damage to residential and commercial property, as well as roads, bridges creeks and open space and the 2021 Marshall Fire was the most destructive wildfire in Colorado history, with over 1,200 structures damaged or destroyed countywide. As the City of Louisville continues to rebuild from the fire, City leadership are working to become more resilient through climate mitigation and adaptation efforts.
The first large step was the City's Internal Decarbonization Plan which includes building and infrastructure upgrades, energy efficiency, clean energy and sustainable transportation. The

City is also hiring a Resiliency Program Manager and Mitigation Coordinator to further increase resiliency work within the City. Through these efforts, the City of Louisville is doing its part to prepare, mitigate and adapt to climate change and reduce the impacts of future natural disasters, while also reducing emissions in an effort to reduce the intensity and frequency of these disasters in the future. This endeavor is important, impactful and expensive. The full decarbonization plan cost is $51M and the costs for the near term recommendations in the Plan are $27M.

Currently, the City has $3M budgeted in the Capital Improvement Fund to support this project and needs grants and other funding to implement the full decarbonization recommendations in the Plan. If this project is not awarded grant funds, the City would have to significantly reduce the scope, delay the project, or look for other ways to slowly implement measures over time. CEO funding for this project will enable the project to move forward as it currently exists. This project is an unprecedented opportunity for Louisville to achieve its resiliency, facility, and climate goals while continuing to provide on-going programming services to the community of Louisville.

2. In general, how will this project benefit your community? Please describe all potential associated co-benefits of this project.

Through electrification and EV charging, the City will adapt to potential shifts in energy sources and technology advancements and will be more resilient to fluctuating fossil fuel prices due to global economic instability. Energy efficiency measures ensure ongoing energy savings and resiliency in the face of economic uncertainty.

The project enhances the community's health and well-being by improving indoor air quality, reducing carbon emissions and upgrading building infrastructure which preserves a community resource used for programs and meetings. It improves the local economy by reducing operational costs allowing the City to allocate funds to other essential services.

Through implementation of this project, the community will be able to reduce its energy consumption, produce more clean energy on-site and reduce the reliance on gas through building electrification. As a result of the project, the City will reduce GHG emissions, reduce current and future utility costs, lessen global warming, and -in turn - produce a healthier environment for present and future generations. In addition, this project focuses on extending the life of the current facilities within Louisville versus building new which produces less embodied carbon and fewer lifecycle carbon emissions. It enhances project benefits by providing sustainable improvements for both present and future generations to enjoy.

During the bidding of the project's scope of work, all subcontractors in the local community will be encouraged to respond, including smaller companies that may be more at-risk due to the financial impacts of climate change. This project will help to promote social equity of clean energy across the Louisville community by sharing knowledge and education of the process and helping to make the transition to a clean energy economy a more holistic, state-wide solution. By preserving and enhancing a key publicly accessible community hub, Louisville will be providing equitable access and maintaining resources within the library for all residents and community members – regardless of background.

Required Uploads

- Neighborhood Map, if applicable.
- DI / LI / JT documentation, if applicable.

3. Project Information

Please indicate the targeted number of dwelling units, commercial units, and/or buildings, etc. in the project. *Note: Applicants must represent a minimum of five (5) homes or dwelling units, or at least three (3) businesses/building units.*

This project will fund building electrification at three (3) facilities – the Recreation & Senior Center, Police & Municipal Court and Sid Copeland Water Treatment Plant.

[UPLOAD] Please fill out the "Project Information Spreadsheet" with the following information for each building and/or unit in the proposed project. *Note: If any information is unavailable, please include a description in the space provided indicating why the applicant could not find the information.*

1. Property Street Address(es).
    - Unit Numbers (as applicable)
2. Utility companies serving the building(s) for natural gas and electricity.
3. Description of the facilities:
    - Approximate Square Footage
    - Age of Building
    - Uses and/or Occupancy Type
    - Fuel Types Used (electricity, propane, natural gas, etc)
    - HVAC System - Space Heating
    - HVAC System - Domestic Water Heating
    - Other Applicable Gas-Fueled Appliance(s):
        - *Note: This may include but is not limited to clothes dryers, stoves, ovens, and/or fireplaces.*
4. Note any retrofits or equipment upgrades were completed within the last 10 years, if known or applicable. (500 word limit)

○ *This may include but is not limited to energy efficiency or weatherization retrofits and upgrades, including any prior work completed with a CEO program such as the Weatherization Assistance Program.*

5. Description of the all electric systems that will be installed with the grant funding.
   ○ Note if any of the following electric service upgrades will be needed to complete the project.
      ■ Electric Panel Upgrade
      ■ Electric Utility Service Upgrade

[UPLOAD] Provide 12 Months of Energy Bills. Provide bills from Gas, Propane, Electricity, or other energy source providers for each unit and/or building. *Note: This can be compiled in a separate spreadsheet or submitted as separate PDFs of each energy bill. Ensure all uploaded documents are clearly titled.*

[UPLOAD] Natural Gas and Electricity Rates. If NOT included in the submitted 12 months of energy bills, provide gas and electric rate documentation. *Note: This may be a screenshot or PDF of one gas and electric rate documentation each.*

[UPLOAD] All-Electric Systems Information: Please fill out the tab in the "Building Information Spreadsheet" titled "All-Electric Systems Information Spreadsheet" to provide information on the all-electric systems you are installing for each building and/or unit included in the project.

Required Uploads

- Project Information Spreadsheet
- 12 Months of Energy Bills (electric, natural gas, propane, stationary diesel, etc).
- Gas and Electric Rate Documentation, if not included in the 12 months of Energy Bills submitted.
- All-Electric Systems Information Spreadsheet

4. Project Details

Project Beneficiaries

1. **[UPLOAD]** Please attach all written approvals from participants for whom this application represents.
2. **Optional, unless you are a DI / LI / JT community seeking to use grant funds to cover community organizing**: Please describe any community organizing activities completed to recruit participants for this project. Attach any supporting documentation as applicable. (500 word limit and/or **UPLOAD**)

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Electrification Project Scope

1. **[UPLOAD]** Provide all energy audits of ASHRAE Level II or equivalent or analysis completed for the project that evaluated the electrification of fossil gas equipment and/or any electric service and electric panel upgrades.
    a. **[UPLOAD]** If not included in the energy audits or analysis provided in Question 1 of this section, submit documentation that justifies the selected size and type of equipment or installation with the quote. This may include but is not limited to an energy audit, a report from an energy analyst, or a set of Manual J calculations.
2. Provide a description in narrative form of the full project scope including which electrification measures will be implemented and electric service upgrades needed if applicable. (750 word limit)

This project will fund building electrification at the Louisville Recreation & Senior Center, Police & Municipal Court and Sid Copeland Water Treatment Plant. At the Recreation & Senior Center, this project scope includes funding to convert eight (8) natural gas rooftop units to heat pump rooftop units.

Existing

RTU 1 – 5 ton gas DX

RTU 2 – 5 ton gas DX

RTU 3 – 6 ton gas DX

RTU 4 – 10 ton gas DX

RTU 5 – 4 ton gas DX

RTU 6 – 3 ton gas DX

RTU 7 – 7.5 ton gas DX

RTU 8 – 6 ton gas DX

Replacement

RTU 1 - 5-ton heat pump with gas backup

RTU 2 - 5-ton heat pump with gas backup

RTU 3 – 6-ton heat pump with gas backup

RTU 4 – 10 ton heat pump with gas backup

RTU 5 – 5 ton heat pump with gas backup

RTU 6 – 3 ton heat pump with gas backup

RTU 7 – 7.5 ton heat pump with gas backup

RTU 8 – 6 ton heat pump with gas backup

At Police & Municipal Court, this project scope includes funding to convert two (2) natural gas rooftop units to heat pump rooftop units.

Existing

RTU 1 – 30 ton gas DX

RTU 2 – 20 ton gas DX

Replacement

RTU 1 – 30 ton heat pump with electric backup

RTU 2 – 20 ton heat pump with electric backup

At Sid Copeland Water Treatment Plant, this project scope includes funding to convert one (1) natural gas rooftop unit to a heat pump rooftop unit.

Existing

RTU 1 – 3 ton gas DX

Replacement

RTU 1 – 3 ton heat pump with electric backup

Additional Energy Work within Project Scope - Implementation Phase

For each facility or unit in the proposed project, please describe if the project will be paired with renewable energy, energy storage, and/or other energy efficiency improvements. If so, please describe those improvements here and attach any relevant documentation. (500 word limit and/or **UPLOAD**)

This grant project scope is part of a larger implementation plan for the City's Internal Decarbonization Plan.

At the Recreation & Senior Center, the building electrification will be paired with energy efficiency and load reduction measures including: pool covers, sauna scheduling, window replacements, building automation system scheduling, controls optimization/retro-commissioning, duct air sealing/insulation, envelope air sealing, lighting controls/vacancy sensors and advanced plug load reduction. Additionally, there will be a 380 kW agrivoltaic ground mounted solar array installed on site with native and pollinator friendly plants underneath the panels.

At the Police & Municipal Court, the building electrification will be paired with energy efficiency and load reduction measures including: HVAC occupancy sensors, building automation scheduling, controls optimization/retro-commissioning, duct air sealing/insulation, envelope air sealing, lighting controls/vacancy sensors and advanced plug load reduction. Additionally, there will be a 257 kW ground mounted solar array installed on site.

At the Sid Copeland Water Treatment Plant, the building electrification will be paired with energy efficiency and load reduction measures including: Envelope air sealing, lighting controls/vacancy sensors and LED lighting. Additionally, there will be a 376 kW ground mounted solar array installed on site.

Through the Internal Decarbonization Plan, geothermal and energy storage were considered at all sites, but were not recommended due to cost and payback timelines.

New Construction Projects

If you are applying for grant funding of a new construction project, your application must also demonstrate the following:

1. **[UPLOAD]** Properly calculated HVAC loads for future electric HVAC equipment serving each unit and/or building.
2. **[UPLOAD]** REScheck, ERI, or comparable modeling pathway detail that demonstrates the new construction project meets the standards of the 2018 IECC OR the most recent version of the International Energy Conservation Code adopted by the project's jurisdiction, whichever is more stringent. If your project does not meet these code requirements, please contact the HEEHA Program Manager.

(OPTIONAL - for Commercial Properties Only) Commissioning Plan

Project commissioning is not required but highly encouraged. If you are pursuing commissioning, please provide the following detail.

Commissioning will be completed during the construction period of the project and will be administered by the energy service company.

Name of Certified Commissioning Agent:

Timeline for Commissioning:

Systems being Commissioned:

[UPLOAD] Commissioning Plan.

Implementation Project Team

Who will be involved in this project? List any contractors, community staff/stakeholders, facilities managers, building owners, etc., along with relevant certifications and/or licenses (if applicable).

[**UPLOAD**] You may either fill out the table below or upload a document with your project team's information.

Project Team Member	Role	Company/ Organization	Certification/ Licenses (if applicable)
Kayla Betzold	Sustainability Manager/Project Manager	City of Louisville	
Kevin Frey	Facilities Superintendent/Project Manager	City of Louisville	
Kurt Kowar	Public Works Director	City of Louisville	
ESCO	Construction Management	TBD	
Ryder Bailey	Finance Director	City of Louisville	

OPTIONAL: Additional Relevant Information

Note: This section is optional and not required for the grant application. Projects that do not provide information in this section will not be penalized.

1. Is there any additional information that will assist the Review Committee in understanding the proposed project and need? (500 word limit)

2. **[UPLOAD]** Please attach any additional documents that would support your application (i.e., neighborhood sustainability plans, site design documents / photos, letters of recommendation, etc.). Include a brief description of the documents attached. (500 word limit)

Required Uploads

- Participant Written Approvals.
- Community Organizing Documentation (if applicable).
- Energy Audit or Analysis (ASHRAE Level II or equivalent).
- Size and Type Justification Analysis, if information is not included in the energy audit OR for new construction projects.
- For new construction projects, documentation demonstrating the minimum requirements of the International Energy Conservation Code and all applicable local jurisdictional code requirements have been met. This should be an ERI or ResCheck.
- Commissioning Plan, if applicable.
- Project Team Documentation, if provided table is not filled out.
- Any additional documents that support your application.

5. Project Budget

Project Budget

[UPLOAD] Complete the "Project Budget" Spreadsheet, detailing each project expense for which you anticipate using project funding, and upload. See HEEHA Grant Program Guidelines for additional information on eligible costs and community match allowances for each phase.

[UPLOAD] Please attach all quote(s) and specification sheets for the proposed high-efficiency electric equipment and/or any electric service and electric-panel upgrades necessary for project execution. You must include at least two (2) quotes per service or equipment type, as applicable, and indicate which vendor was selected to perform the work.

For community match, please detail the cash match contribution and provide both description and cost for any in-kind match contribution. In addition, include details on any leveraged rebates and incentives that will be used to contribute towards the community match.

DI / LI / JT Communities
DI / LI / JT Applicants may use grant funds to cover up to 40 hours of administrative time. Please provide detail on the administrative cost and the number of hours needed. *Note: You may not double count between administrative time covered with grant funding and any in-kind support that contributes to the community match.*

Required Uploads

- Project Budget Spreadsheet.
- Project Quotes/Estimates.
- Equipment Specification Sheets.

6. Reporting Plan and Final Documentation - Implementation Phase

Reporting Plan

Briefly describe the plan for grant reporting and document submission, including roles, responsibilities, methods, and approvals from participants. If you are self-identifying your community as a DI/JT/LI community and plan to use grant funding to cover administrative costs, be sure to include the estimated administrative costs associated with grant reporting in the project budget. (500 word limit)

If awarded funding, the City of Louisville team will effectively manage the grant reporting and community progress and outcomes to the Colorado Energy Office. Kayla Betzold will act as the Project Manager and will oversee the project and its reporting. Kayla will compile information, ensure accuracy and provide a comprehensive overview of the project status and outcomes. Kayla will also be the City of Louisville point of contact and will communicate with other city team members through the project. Ryder Bailey and his Finance team will be responsible for providing accurate financial data related to grant expenditures and other financial documentation required by the state. Kevin Frey and the Public Works team will be directly involved with the project's implementation and will provide details about project activities, milestones achieved, challenges faced and success stories.

Upon completion of the project, the following information will be required to be submitted to CEO:

1. Final budget sheet including all project expenses and matched income.
2. Legible copies of all sales/invoices showing the purchase price and amount paid by the applicant for the HEEHA equipment and installation, the number and type of units purchased, and the coefficient of performance or efficiency rating for all units purchased.
3. Date(s) of installation, installation completion, and when the units were operational.
4. If available, energy use data/energy bills for each building for the months following the installation of the high-efficiency electric equipment.

To submit documentation, follow submission instructions on the Colorado Energy Office's HEEHA Grant Webpage.

7. Required Uploads

Uploads and Documentation

Please ensure all the following documents have been uploaded with your application:

Section 2: Neighborhood map, if applicable.
Section 2: DI/JT/LI documentation, if applicable.
Section 3: Project Information Spreadsheet.
Section 3: 12 months of Energy Bills (electric, natural gas, propane, stationary diesel, etc).
Section 3: Gas and Electric Rate Documentation, if not included in the 12 months of Energy Bills submitted.
Section 4: Participant Written Approvals.
Section 4: Community Organizing Documentation, if applicable.
Section 4: Energy Audit or Analysis (ASHRAE Level II or equivalent).
Section 4: Size and Type Justification Analysis, if information is not included in the energy audit OR for new construction projects.
Section 4: For new construction projects, documentation demonstrating the minimum requirements of the most recent version of the International Energy Conservation Code have been met. This must be an ERI or ResCheck.
Section 4: Commissioning Plan, if applicable.
Section 4: Project Team Roster, if provided table is not filled out.
Section 4: Any additional documents that support your application.
Section 5: Project Budget Spreadsheet.
Section 5: Project Quotes/Estimates.
Section 5: Equipment Specification Sheets.

To submit documentation, follow submission instructions on the Colorado Energy Office's HEEHA Grant Webpage.

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