

AGREEMENT

THIS AGREEMENT is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and **ENERGY OUTREACH COLORADO EFFICENCY, LLC**, a Colorado Corporation, with an address for notice purposes of 225 E. 16th Ave, Denver, Colorado 80203 (the “Contractor”), jointly “the Parties” and individually a “Party.”

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Contractor agree as follows:

1. **COORDINATION AND LIAISON**: The Contractor shall fully coordinate all services under the Agreement with the Executive Director of the Department of Human Rights and Community Partnerships (“Executive Director”), or the Executive Director’s Designee.
2. **SERVICES TO BE PERFORMED**: As the Executive Director directs, the Contractor shall diligently undertake, perform, and complete all of the services and produce all the deliverables set forth in **Exhibit A, Scope of Work**, to the City’s satisfaction. Additionally, the Executive Director may increase the scope of work described in Exhibit A by written notice to the Contractor which describes any additional work to be performed and corresponding budget amounts, if applicable, for such services. The Contractor is ready, willing, and able to provide the services required by this Agreement. The Contractor shall faithfully perform the services in accordance with the standards of care, skill, training, diligence, and judgment provided by highly competent individuals performing services of a similar nature to those described in the Agreement and in accordance with the terms of the Agreement.
3. **TERM**: The Agreement will commence on January 1, 2022, and will expire, unless sooner terminated, on December 31, 2024.
4. **COMPENSATION AND PAYMENT**
 - 4.1. **Budget**: The City shall pay, and the Contractor shall accept as the sole compensation for services rendered and costs incurred and paid under the Agreement, payment not to exceed the rates and amounts set forth in **Exhibit A**.
 - 4.2. **Reimbursable Expenses**: There are no, non-specified reimbursable expenses allowed under the Agreement. All of Contractor’s expenses are described in **Exhibit A**.
 - 4.3. **Invoicing**: The Contractor shall provide the City with a monthly invoice in a format and with a level of detail acceptable to the City including all supporting documentation required by the City.

The City's Prompt Payment Ordinance, §§ 20-107 to 20-118, D.R.M.C., applies to invoicing and payment under this Agreement.

4.4. Maximum Contract Amount

4.4.1. Notwithstanding any other provision of the Agreement, the City's maximum payment obligation will not exceed **TWO MILLION FOUR HUNDRED THOUSAND DOLLARS AND NO CENTS (\$2,400,000.00)** (the "Maximum Contract Amount"). The City is not obligated to execute an Agreement or any amendments for any further services, including any services performed by the Contractor beyond that specifically described in **Exhibit A**. Any services performed beyond those in **Exhibit A**, or as directed by Chief in writing, are performed at the Contractor's risk and without authorization under the Agreement.

4.4.2. The City's payment obligation, whether direct or contingent, extends only to funds appropriated annually by the Denver City Council, paid into the Treasury of the City, and encumbered for the purpose of the Agreement. The City does not by this Agreement irrevocably pledge present cash reserves for payment or performance in future fiscal years. The Agreement does not and is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.

5. STATUS OF CONTRACTOR: The Contractor is an independent contractor retained to perform professional or technical services for limited periods of time. Neither the Contractor nor any of its employees are employees or officers of the City under Chapter 18 of the Denver Revised Municipal Code, or for any purpose whatsoever.

6. TERMINATION

6.1. The City has the right to terminate the Agreement with cause upon written notice effective immediately, and without cause upon sixty (60) days prior written notice to the Contractor. However, nothing gives the Contractor the right to perform services under the Agreement beyond the time when its services become unsatisfactory to the Executive Director.

6.2. Notwithstanding the preceding paragraph, the City may terminate the Agreement if the Contractor or any of its officers or employees are convicted, plead *nolo contendere*, enter into a formal agreement in which they admit guilt, enter a plea of guilty or otherwise admit culpability to criminal offenses of bribery, kickbacks, collusive bidding, bid-rigging, antitrust, fraud, undue influence, theft, racketeering, extortion or any offense of a similar nature in connection with the

Contractor's business. Termination for the reasons stated in this paragraph is effective upon receipt of notice.

6.3. Upon termination of the Agreement, with or without cause, the Contractor shall have no claim against the City by reason of, or arising out of, incidental or relating to termination, except for compensation for work duly requested and satisfactorily performed as described in the Agreement.

6.4. If the Agreement is terminated, the City is entitled to and will take possession of all materials, equipment, tools, and facilities it owns that are in the Contractor's possession, custody, or control by whatever method the City deems expedient. The Contractor shall deliver all documents in any form that were prepared under the Agreement and all other items, materials and documents that have been paid for by the City to the City. These documents and materials are the property of the City. The Contractor shall mark all copies of work product that are incomplete at the time of termination "DRAFT-INCOMPLETE."

7. EXAMINATION OF RECORDS AND AUDITS: Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access, and the right to examine, copy and retain copies, at City's election in paper or electronic form, any pertinent books, documents, papers and records related to Contractor's performance pursuant to this agreement, provision of any goods or services to the City, and any other transactions related to this Agreement. Contractor shall cooperate with City representatives and City representatives shall be granted access to the forgoing documents and information during reasonable business hours and until the latter of three (3) years after the final payment under the Agreement or expiration of the applicable statute of limitations. When conducting an audit of this Agreement, the City Auditor shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information acquired during the course of an audit. No examination of records and audits pursuant to this paragraph shall require Contractor to make disclosures in violation of state or federal privacy laws. Contractor shall at all time comply with D.R.M.C. 20-276.

8. WHEN RIGHTS AND REMEDIES NOT WAIVED: In no event will any payment or other action by the City constitute or be construed to be a waiver by the City of any breach of covenant or default that may then exist on the part of the Contractor. No payment, other action, or inaction by the City when any breach or default exists will impair or prejudice any right or remedy available to it with

respect to any breach or default. No assent, expressed or implied, to any breach of any term of the Agreement constitutes a waiver of any other breach.

9. **INSURANCE**

9.1. General Conditions: Contractor agrees to secure, at or before the time of execution of this Agreement, the following insurance covering all operations, goods or services provided pursuant to this Agreement. Contractor shall keep the required insurance coverage in force at all times during the term of the Agreement, including any extension thereof, and during any warranty period. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as "A-VIII" or better. Each policy shall require notification to the City in the event any of the required policies be canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the parties identified in the Notices section of this Agreement. Such notice shall reference the City contract number listed on the signature page of this Agreement. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If such written notice is unavailable from the insurer, Contractor shall provide written notice of cancellation, non-renewal and any reduction in coverage to the parties identified in the Notices section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s) and referencing the City's contract number. Contractor shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Contractor. The Contractor shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

9.2. Proof of Insurance: Contractor may not commence services or work relating to this Agreement prior to placement of coverages required under this Agreement. Contractor certifies that the certificate of insurance attached as **Exhibit B**, preferably an ACORD form, complies with all insurance requirements of this Agreement. The City requests that the City's contract number be referenced on the certificate of insurance. The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of Contractor's breach of this Agreement or of any of the

City's rights or remedies under this Agreement. The City's Risk Management Office may require additional proof of insurance, including but not limited to policies and endorsements.

9.3. Additional Insureds: For Commercial General Liability, Auto Liability Professional Liability (if required), and Excess Liability/Umbrella (if required) the Contractor and subcontractor's insurer(s) shall include the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured.

9.4. Waiver of Subrogation: For all coverages required under this Agreement, with exception of Professional Liability (if required), the Contractor's insurer shall waive subrogation rights against the City.

9.5. Subcontractors and Subconsultants: Contractor shall confirm and document that all subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required by this Agreement) procure and maintain coverage as approved by the Contractor and appropriate to their respective primary business risks considering the nature and scope of services provided.

9.6. Workers' Compensation/Employer's Liability Insurance: Contractor shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims.

9.7. Commercial General Liability: Contractor shall maintain a Commercial General Liability insurance policy with minimum limits of \$1,000,000 for each bodily injury and property damage occurrence, \$2,000,000 products and completed operations aggregate (if applicable), and \$2,000,000 policy aggregate.

9.8. Automobile Liability: Contractor shall maintain Automobile Liability with minimum limits of \$1,000,000 combined single limit applicable to all owned, hired and non-owned vehicles used in performing services under this Agreement.

10. DIVISION OF SMALL BUSINESS OPPORTUNITY REQUIREMENTS

10.1. This Agreement is subject to Article V of Chapter 28, Denver Revised Municipal Code ("D.R.M.C."), designated as §§ 28-117 to 28-199 (the "Goods and Services Ordinance"); and any Rules and Regulations promulgated pursuant thereto. The contract goal for MWBE participation established for this Agreement by the Division of Small Business Opportunity ("DSBO") is 13%.

- 10.2.** Under § 28-132, D.R.M.C., the Contractor has an ongoing, affirmative obligation to maintain for the duration of this Agreement, at a minimum, compliance with the MWBE participation upon which this Agreement was awarded, unless there is a change in the work by the City under § 28-133, D.R.M.C. The Contractor acknowledges that:
- 10.3.** The Contractor must maintain records and submit regular reports, as required under the ordinance and as directed by DSBO, which will allow the City to assess progress in complying with the MWBE participation goal.
- 10.4.** If contract modifications are issued under the Agreement, whether by amendment or otherwise, the Contractor shall have a continuing obligation to promptly inform DSBO in writing of any agreed upon increase or decrease in the scope of work of such contract under § 28-133, D.R.M.C., regardless of whether such increase or decrease in scope of work has been reduced to writing at the time of notification of the change to the City.
- 10.5.** If there are changes in the work that include an increase in scope of work under this Agreement, whether by amendment or otherwise, which increases the dollar value of the contract, whether or not such change is within the scope of work designated for performance by an MWBE at the time of contract award, such change or modification shall be immediately submitted to DSBO for notification purposes.
- 10.6.** Those amendments or other modifications that involve a changed scope of work that cannot be performed by existing subcontractors shall be subject to the original goal on the contract. The Contractor shall satisfy such goal with respect to the changed scope of work by soliciting new MWBEs in accordance with §§ 28-133, D.R.M.C. The Contractor must also satisfy the requirements under §§ 28-128 and 28-136, D.R.M.C., with regard to changes in MWBE scope or participation. The Contractor shall supply to the DSBO Director all required documentation under §§ 28-128, 28-133, and 28-136, D.R.M.C., with respect to the modified dollar value or work under the contract.
- 10.7.** If applicable, for contracts of one million dollars (\$1,000,000.00) and over, the Contractor is required to comply with § 28-135, D.R.M.C., regarding prompt payment to MWBEs. Payment to MWBE subcontractors shall be made by no later than thirty-five (35) days after receipt of the MWBE subcontractor's invoice.
- 10.8.** Failure to comply with these provisions may subject the Contractor to sanctions set forth in § 28-139 of the Goods and Services Ordinance.

10.9. Should any questions arise regarding DSBO requirements, the Contractor should consult the Goods and Services Ordinance or may contact the designated DSBO representative at (720) 913-1999.

11. DEFENSE AND INDEMNIFICATION

11.1. The Contractor agrees to defend, indemnify, reimburse and hold harmless City, its appointed and elected officials, agents and employees for, from and against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or relating to the work performed under this Agreement (“Claims”), unless such Claims have been specifically determined by the trier of fact to be the sole negligence or willful misconduct of the City. This indemnity shall be interpreted in the broadest possible manner to indemnify City for any acts or omissions of the Contractor or its subcontractors either passive or active, irrespective of fault, including City’s concurrent negligence whether active or passive, except for the sole negligence or willful misconduct of City.

11.2. The Contractor’s duty to defend and indemnify City shall arise at the time written notice of the Claim is first provided to City regardless of whether Claimant has filed suit on the Claim. The Contractor’s duty to defend and indemnify City shall arise even if City is the only party sued by claimant and/or claimant alleges that City’s negligence or willful misconduct was the sole cause of claimant’s damages.

11.3. The Contractor shall defend any and all Claims which may be brought or threatened against City and shall pay on behalf of City any expenses incurred by reason of such Claims including, but not limited to, court costs and attorney fees incurred in defending and investigating such Claims or seeking to enforce this indemnity obligation. Such payments on behalf of City will be in addition to any other legal remedies available to City and will not be the City’s exclusive remedy.

11.4. Insurance coverage requirements specified in this Agreement in no way lessen or limit the liability of the Contractor under the terms of this indemnification obligation. The Contractor is responsible to obtain, at its own expense, any additional insurance that it deems necessary for the City’s protection.

11.5. This defense and indemnification obligation shall survive the expiration or termination of this Agreement.

- 12. COLORADO GOVERNMENTAL IMMUNITY ACT:** In relation to the Agreement, the City is relying upon and has not waived the monetary limitations and all other rights, immunities and protection provided by the Colorado Governmental Act, C.R.S. § 24-10-101, *et seq.*
- 13. TAXES, CHARGES AND PENALTIES:** The City is not liable for the payment of taxes, late charges or penalties of any nature, except for any additional amounts that the City may be required to pay under the City’s prompt payment ordinance D.R.M.C. § 20-107, *et seq.* The Contractor shall promptly pay when due, all taxes, bills, debts and obligations it incurs performing the services under the Agreement and shall not allow any lien, mortgage, judgment or execution to be filed against City property.
- 14. ASSIGNMENT; SUBCONTRACTING:** The Contractor shall not voluntarily or involuntarily assign any of its rights or obligations, or subcontract performance obligations, under this Agreement without obtaining the Executive Director’s prior written consent. Any assignment or subcontracting without such consent will be ineffective and void and will be cause for termination of this Agreement by the City. The Executive Director has sole and absolute discretion whether to consent to any assignment or subcontracting, or to terminate the Agreement because of unauthorized assignment or subcontracting. In the event of any subcontracting or unauthorized assignment: (i) the Contractor shall remain responsible to the City; and (ii) no contractual relationship shall be created between the City and any sub-consultant, subcontractor or assign.
- 15. INUREMENT:** The rights and obligations of the Parties to the Agreement inure to the benefit of and shall be binding upon the Parties and their respective successors and assigns, provided assignments are consented to in accordance with the terms of the Agreement.
- 16. NO THIRD-PARTY BENEFICIARY:** Enforcement of the terms of the Agreement and all rights of action relating to enforcement are strictly reserved to the Parties. Nothing contained in the Agreement gives or allows any claim or right of action to any third person or entity. Any person or entity other than the City or the Contractor receiving services or benefits pursuant to the Agreement is an incidental beneficiary only.
- 17. NO AUTHORITY TO BIND CITY TO CONTRACTS:** The Contractor lacks any authority to bind the City on any contractual matters. Final approval of all contractual matters that purport to obligate the City must be executed by the City in accordance with the City’s Charter and the Denver Revised Municipal Code.

18. SEVERABILITY: Except for the provisions of the Agreement requiring appropriation of funds and limiting the total amount payable by the City, if a court of competent jurisdiction finds any provision of the Agreement or any portion of it to be invalid, illegal, or unenforceable, the validity of the remaining portions or provisions will not be affected, if the intent of the Parties can be fulfilled.

19. CONFLICT OF INTEREST

19.1. No employee of the City shall have any personal or beneficial interest in the services or property described in the Agreement. The Contractor shall not hire, or contract for services with, any employee or officer of the City that would be in violation of the City's Code of Ethics, D.R.M.C. § 2-51, *et seq.*, or the Charter §§ 1.2.8, 1.2.9, and 1.2.12.

19.2. The Contractor shall not engage in any transaction, activity or conduct that would result in a conflict of interest under the Agreement. The Contractor represents that it has disclosed any and all current or potential conflicts of interest. A conflict of interest shall include transactions, activities or conduct that would affect the judgment, actions or work of the Contractor by placing the Contractor's own interests, or the interests of any party with whom the Contractor has a contractual arrangement, in conflict with those of the City. The City, in its sole discretion, will determine the existence of a conflict of interest and may terminate the Agreement if it determines a conflict exists, after it has given the Contractor written notice describing the conflict.

20. NOTICES: All notices required by the terms of the Agreement must be hand delivered, sent by overnight courier service, mailed by certified mail, return receipt requested, or mailed via United States mail, postage prepaid, if to the City at the addresses below:

Denver Department of Human Rights and Community Partnerships
201 West Colfax Avenue, Dept. 1102
Denver, CO 80204

With a copy of any such notice to:

Denver City Attorney's Office
1437 Bannock St., Room 353
Denver, Colorado 80202

Notices hand delivered or sent by overnight courier are effective upon delivery. Notices sent by certified mail are effective upon receipt. Notices sent by mail are effective upon deposit with the U.S. Postal Service. The Parties may designate substitute addresses where or persons to whom notices are to be mailed or delivered. However, these substitutions will not become effective until actual receipt of written notification.

21. NO EMPLOYMENT OF A WORKER WITHOUT AUTHORIZATION TO PERFORM WORK UNDER THE AGREEMENT

21.1. This Agreement is subject to Division 5 of Article IV of Chapter 20 of the Denver Revised Municipal Code, and any amendments (the “Certification Ordinance”).

21.2. The Contractor certifies that:

21.2.1. At the time of its execution of this Agreement, it does not knowingly employ or contract with a worker without authorization who will perform work under this Agreement, nor will it knowingly employ or contract with a worker without authorization to perform work under this Agreement in the future.

21.2.2. It will participate in the E-Verify Program, as defined in § 8-17.5-101(3.7), C.R.S., and confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.

21.2.3. It will not enter into a contract with a subconsultant or subcontractor that fails to certify to the Contractor that it shall not knowingly employ or contract with a worker without authorization to perform work under this Agreement.

21.2.4. It is prohibited from using the E-Verify Program procedures to undertake pre-employment screening of job applicants while performing its obligations under this Agreement, and it is required to comply with any and all federal requirements related to use of the E-Verify Program including, by way of example, all program requirements related to employee notification and preservation of employee rights.

21.2.5. If it obtains actual knowledge that a subconsultant or subcontractor performing work under this Agreement knowingly employs or contracts with a worker without authorization, it will notify such subconsultant or subcontractor and the City within three (3) days. The Contractor shall also terminate such subconsultant or subcontractor if within three (3) days after such notice the subconsultant or subcontractor does not stop employing or contracting with the worker without authorization, unless during the three-day period the subconsultant or subcontractor provides information to establish that the subconsultant or subcontractor has not knowingly employed or contracted with a worker without authorization.

21.2.6. It will comply with a reasonable request made in the course of an investigation by the Colorado Department of Labor and Employment under authority of § 8-17.5-102(5), C.R.S., or the City Auditor, under authority of D.R.M.C. 20-90.3.

21.3. The Contractor is liable for any violations as provided in the Certification Ordinance. If the Contractor violates any provision of this section or the Certification Ordinance, the City may terminate this Agreement for a breach of the Agreement. If this Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the City. Any termination of a contract due to a violation of this section or the Certification Ordinance may also, at the discretion of the City, constitute grounds for disqualifying the Contractor from submitting bids or proposals for future contracts with the City.

22. DISPUTES: All disputes between the City and the Contractor arising out of or regarding the Agreement will be resolved by administrative hearing pursuant to the procedure established by D.R.M.C. § 56-106(b)-(f). For the purposes of that administrative procedure, the City official rendering a final determination shall be the Executive Director as defined in this Agreement.

23. GOVERNING LAW; VENUE: The Agreement will be construed and enforced in accordance with applicable federal law, the laws of the State of Colorado, and the Charter, Revised Municipal Code, ordinances, regulations and Executive Orders of the City and County of Denver, which are expressly incorporated into the Agreement. Unless otherwise specified, any reference to statutes, laws, regulations, charter or code provisions, ordinances, executive orders, or related memoranda, includes amendments or supplements to same. Venue for any legal action relating to the Agreement will be in the District Court of the State of Colorado, Second Judicial District (Denver District Court).

24. NO DISCRIMINATION IN EMPLOYMENT: In connection with the performance of work under the Agreement, the Contractor may not refuse to hire, discharge, promote, demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, ethnicity, citizenship, immigration status, gender, age, sexual orientation, gender identity, gender expression, marital status, source of income, military status, protective hairstyle, or disability. The Contractor shall insert the foregoing provision in all subcontracts.

25. NO DISCRIMINATION IN PROGRAM ASSISTANCE: In connection with the performance of work under the Agreement, the Contractor may not, in providing program assistance, discriminate against a program beneficiary or prospective program beneficiary on the basis of race, color, religion, national origin, gender, age, military status, sexual orientation, gender identity or gender expression, marital status, or physical or mental disability. The Contractor shall insert the foregoing provision in all subcontracts.

26. FAITH BASED ORGANIZATIONS AND SECTARIAN ACTIVITIES: The Contractor shall not

engage in inherently religious activities, such as worship, religious instruction, or proselytizing as part of the programs or services funded under this Agreement.

- 27. COMPLIANCE WITH ALL LAWS:** The Contractor shall perform or cause to be performed all services in full compliance with all applicable laws, rules, regulations and codes of the United States, the State of Colorado; and with the Charter, ordinances, rules, regulations and Executive Orders of the City and County of Denver.
- 28. LEGAL AUTHORITY:** The Contractor represents and warrants that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into the Agreement. Each person signing and executing the Agreement on behalf of the Contractor represents and warrants that he has been fully authorized by the Contractor to execute the Agreement on behalf of the Contractor and to validly and legally bind the Contractor to all the terms, performances and provisions of the Agreement. The City shall have the right, in its sole discretion, to either temporarily suspend or permanently terminate the Agreement if there is a dispute as to the legal authority of either the Contractor or the person signing the Agreement to enter into the Agreement.
- 29. NO CONSTRUCTION AGAINST DRAFTING PARTY:** The Parties and their respective counsel have had the opportunity to review the Agreement, and the Agreement will not be construed against any Party merely because any provisions of the Agreement were prepared by a particular Party.
- 30. ORDER OF PRECEDENCE:** In the event of any conflicts between the language of the Agreement and the exhibits, the language of the Agreement controls.
- 31. INTELLECTUAL PROPERTY RIGHTS:** The City and the Contractor intend that all property rights to any and all materials, text, logos, documents, booklets, manuals, references, guides, brochures, advertisements, URLs, domain names, music, sketches, web pages, plans, drawings, prints, photographs, specifications, software, data, products, ideas, inventions, and any other work or recorded information created by the Contractor and paid for by the City pursuant to this Agreement, in preliminary or final form and on any media whatsoever (collectively, “Materials”), shall belong to the City. The Contractor shall disclose all such items to the City and shall assign such rights over to the City upon completion of the Project. To the extent permitted by the U.S. Copyright Act, 17 USC § 101, *et seq.*, the Materials are a “work made for hire” and all ownership of copyright in the Materials shall vest in the City at the time the Materials are created. To the extent that the Materials are not a “work made for hire,” the Contractor (by this Agreement) sells, assigns and transfers all right, title and interest in and to the Materials to the City, including the right to secure copyright, patent, trademark,

and other intellectual property rights throughout the world and to have and to hold such rights in perpetuity. The City and Contractor agree that all materials, text, logos, documents, booklets, manuals, references, guides, brochures, advertisements, URLs, domain names, music, sketches, web pages, plans, drawings, prints, photographs, specifications, software, data, products, ideas, inventions, and any other work or recorded information of Contractor made available, directly or indirectly, by Contractor to City as part of the Scope of Services, are the exclusive property of Contractor or the third parties from whom Contractor has secured the rights to use such product. The Contractor Materials, processes, methods and services shall at all times remain the property of the Contractor; however, the Contractor hereby grants to the City a nonexclusive, royalty free, perpetual and irrevocable license to use the Contractor Materials. The Contractor shall mark or identify all such Contractor Materials to the City.

32. SURVIVAL OF CERTAIN PROVISIONS: The terms of the Agreement and any exhibits and attachments that by reasonable implication contemplate continued performance, rights, or compliance beyond expiration or termination of the Agreement survive the Agreement and will continue to be enforceable. Without limiting the generality of this provision, the Contractor's obligations to provide insurance and to indemnify the City will survive for a period equal to any and all relevant statutes of limitation, plus the time necessary to fully resolve any claims, matters, or actions begun within that period.

33. ADVERTISING AND PUBLIC DISCLOSURE: The Contractor shall not include any reference to the Agreement or to services performed pursuant to the Agreement in any of the Contractor's advertising or public relations materials without first obtaining the written approval of the Executive Director. Any oral presentation or written materials related to services performed under the Agreement will be limited to services that have been accepted by the City. The Contractor shall notify the Executive Director in advance of the date and time of any presentation. Nothing in this provision precludes the transmittal of any information to City officials.

34. CONFIDENTIAL INFORMATION

34.1. City Information: The Contractor acknowledges and accepts that, in performance of all work under the terms of this Agreement, the Contractor may have access to Proprietary Data or confidential information that may be owned or controlled by the City, and that the disclosure of such Proprietary Data or information may be damaging to the City or third parties. The Contractor agrees that all Proprietary Data, confidential information or any other data or information

provided or otherwise disclosed by the City to the Contractor shall be held in confidence and used only in the performance of its obligations under this Agreement. The Contractor shall exercise the same standard of care to protect such Proprietary Data and information as a reasonably prudent contractor would to protect its own proprietary or confidential data. "Proprietary Data" shall mean any materials or information which may be designated or marked "Proprietary" or "Confidential," or which would not be documents subject to disclosure pursuant to the Colorado Open Records Act or City ordinance and provided or made available to the Contractor by the City. Such Proprietary Data may be in hardcopy, printed, digital or electronic format.

34.2. Use and Protection of Proprietary Data or Confidential Information

34.2.1. Except as expressly provided by the terms of this Agreement, the Contractor agrees that it shall not disseminate, transmit, license, sublicense, assign, lease, release, publish, post on the internet, transfer, sell, permit access to, distribute, allow interactive rights to, or otherwise make available any data, including Proprietary Data or confidential information or any part thereof to any other person, party or entity in any form of media for any purpose other than performing its obligations under this Agreement. The Contractor further acknowledges that by providing data, Proprietary Data or confidential information, the City is not granting to the Contractor any right or license to use such data except as provided in this Agreement. The Contractor further agrees not to disclose or distribute to any other party, in whole or in part, the data, Proprietary Data or confidential information without written authorization from the Executive Director and will immediately notify the City if any information of the City is requested from the Contractor from a third party.

34.2.2. The Contractor agrees, with respect to the Proprietary Data and confidential information, that: (1) the Contractor shall not copy, recreate, reverse engineer or decompile such data, in whole or in part, unless authorized in writing by the Executive Director; (2) the Contractor shall retain no copies, recreations, compilations, or decompilations, in whole or in part, of such data; and (3) the Contractor shall, upon the expiration or earlier termination of the Agreement, destroy (and, in writing, certify destruction) or return all such data or work products incorporating such data or information to the City.

34.2.3. The Contractor shall develop, implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all electronically maintained or transmitted data received from, or on behalf of

City. It is the responsibility of the Contractor to ensure that all possible measures have been taken to secure the computers or any other storage devices used for City data. This includes industry accepted firewalls, up-to-date anti-virus software, controlled access to the physical location of the hardware itself.

34.3. Employees and Subcontractor: The Contractor will inform its employees and officers of the obligations under this Agreement, and all requirements and obligations of the Contractor under this Agreement shall survive the expiration or earlier termination of this Agreement. The Contractor shall not disclose Proprietary Data or confidential information to subcontractors unless such subcontractors are bound by non-disclosure and confidentiality provisions at least as strict as those contained in this Agreement.

34.4. Disclaimer: Notwithstanding any other provision of this Agreement, the City is furnishing Proprietary Data and confidential information on an “as is” basis, without any support whatsoever, and without representation, warranty or guarantee, including but not in any manner limited to, fitness, merchantability or the accuracy and completeness of the Proprietary Data or confidential information. The Contractor is hereby advised to verify its work. The City assumes no liability for any errors or omissions herein. Specifically, the City is not responsible for any costs including, but not limited to, those incurred as a result of lost revenues, loss of use of data, the costs of recovering such programs or data, the cost of any substitute program, claims by third parties, or for similar costs. If discrepancies are found, the Contractor agrees to contact the City immediately.

34.5. Contractor’s Confidential Information; Open Records: If the City is furnished with proprietary data or confidential information that may be owned or controlled by Contractor (“Contractor’s Confidential Information”), the City will endeavor, to the extent provided by law, to comply with the requirements provided by the Contractor concerning the Contractor’s Confidential Information. However, the Contractor understands that all the material provided or produced by the Contractor under this Agreement may be subject to the Colorado Open Records Act., § 24-72-201, *et seq.*, C.R.S. In the event of a request to the City for disclosure of such information, the City will advise the Contractor of such request in order to give the Contractor the opportunity to object to the disclosure of any of it’s the Contractor Confidential Information and take necessary legal recourse. In the event of the filing of a lawsuit to compel such disclosure, the City will tender all such material to the court for judicial determination of the issue of disclosure and the Contractor agrees to intervene in such lawsuit to protect and assert its claims of privilege

against disclosure of such material or waive the same. The Contractor further agrees to defend, indemnify, save, and hold harmless the City from any Claims arising out of the Contractor's intervention to protect and assert its claim of privilege against disclosure under this section including, without limitation, prompt reimbursement to the City of all reasonable attorneys' fees, costs, and damages that the City may incur directly or may be ordered to pay by such court.

35. DATA PROTECTION

35.1. The Contractor shall ensure that all City data, information, and records, regardless of form, in the Contractor's possession are protected and handled in accordance with the requirements of this Agreement and any exhibits or attachments, City policies, and applicable laws. If the Contractor or any of its subcontractors receives the following types of data, the Contractor 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 Agreement 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 criminal justice information (CJI); (iv) the Colorado Consumer Protection Act, (v) the Children's Online Privacy Protection Act (COPPA); (vi) the Family Education Rights and Privacy Act (FERPA); (vii) C.R.S. § 24-73-101, *et seq.*; (viii) the Telecommunications Industry Association (TIA) Telecommunications Infrastructure Standard for Data Centers (TIA-942); (ix) the Fair Credit Reporting Act (FCRA); and (x) the federal Health Insurance Portability and Accountability Act for all protected health information (PHI) and in accordance with the HIPAA Business Associate Terms attached to this Agreement, if applicable. The Contractor shall immediately forward any request or demand for City information or records to the notice addresses contained herein.

35.2. If the Contractor receives personal identifying information ("PII") under this Agreement, the Contractor shall implement and maintain reasonable written security procedures and practices that are appropriate to the nature of the PII and the nature and size of the Contractor's business and its operations. The Contractor shall be a "Third-Party Service Provider" as defined in C.R.S § 24-73-103(1)(i) and shall maintain security procedures and practices consistent with C.R.S §§ 24-73-101 *et seq.* Unless the Contractor agrees to provide its own security protections for the

information it discloses, the Contractor shall require all its subcontractors, employees, agents, and assigns to implement and maintain reasonable written security procedures and practices that are appropriate to the nature of the PII disclosed and reasonably designed to help protect the PII subject to this Agreement from unauthorized access, use, modification, disclosure, or destruction. The Contractor and its subcontractors, employees, agents, and assigns that maintain electronic or paper documents that contain PII under this Agreement shall develop a written policy for the destruction of such records by shredding, erasing, or otherwise modifying the PII to make it unreadable or indecipherable when the records are no longer needed.

36. DATA ACCESS FOR COLLECTING AND STORING CITY DATA:

36.1. Contractor shall provide permission to approved City analysts for access to Contractor's server storing City data in relational database form. Contractor shall provide a fully developed data dictionary and relational database structure map. Every City datapoint stored in Contractor's system shall be accessible to City analysts.

36.2. At a minimum, and upon request of the City, the Contractor shall regularly upload all new City records from all tables in tabular (rows and columns) form to a Secure File Transfer Protocol (SFTP) location accessible to the City. Contractor shall provide data on a frequent basis, minimally every twenty-four hours. Contractor shall provide data with a simple schema (ideally tab- or comma-delimited files) and instructions for populating them to a City server and database. Contractor shall provide a fully developed data dictionary and relational database structure map.

37. CITY EXECUTION OF AGREEMENT: The Agreement will not be effective or binding on the City until it has been fully executed by all required signatories of the City and County of Denver, and if required by Charter, approved by the City Council.

38. AGREEMENT AS COMPLETE INTEGRATION-AMENDMENTS: The Agreement is the complete integration of all understandings between the Parties as to the subject matter of the Agreement. No prior, contemporaneous or subsequent addition, deletion, or other modification has any force or effect, unless embodied in the Agreement in writing. No oral representation by any officer or employee of the City at variance with the terms of the Agreement or any written amendment to the Agreement will have any force or effect or bind the City.

39. USE, POSSESSION OR SALE OF ALCOHOL OR DRUGS: The Contractor shall cooperate and comply with the provisions of Executive Order 94 and its Attachment A concerning the use, possession or sale of alcohol or drugs. Violation of these provisions or refusal to cooperate with implementation

of the policy can result in contract personnel being barred from City facilities and from participating in City operations.

40. ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS: The Contractor consents to the use of electronic signatures by the City. The Agreement, and any other documents requiring a signature under the Agreement, may be signed electronically by the City in the manner specified by the City. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

41. PAYMENT OF CITY MINIMUM WAGE: Contractor shall comply with, and agrees to be bound by, all requirements, conditions, and City determinations regarding the City’s Minimum Wage Ordinance, Sections 20-82 through 20-84 D.R.M.C., including, but not limited to, the requirement that every covered worker shall be paid no less than the City Minimum Wage in accordance with the foregoing D.R.M.C. Sections. By executing this Agreement, Contractor expressly acknowledges that Contractor is aware of the requirements of the City’s Minimum Wage Ordinance and that any failure by Contractor, or any other individual or entity acting subject to this Agreement, to strictly comply with the foregoing D.R.M.C. Sections shall result in the penalties and other remedies authorized therein.”

Exhibits

Exhibit A - Scope of Work

Exhibit B - Certificate of Insurance

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

Contract Control Number:
Contractor Name:

HRCRS-202160569-00
ENERGY OUTREACH COLORADO EFFICIENCY LLC

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of:

SEAL

CITY AND COUNTY OF DENVER:

ATTEST:

By:

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

Attorney for the City and County of Denver

By:

By:

By:

Contract Control Number:
Contractor Name:

HRCRS-202160569-00
ENERGY OUTREACH COLORADO EFFICIENCY LLC

By: 
D498FDE2BE03408...

Name: Jennifer Gremmert
(please print)

Title: Executive Director
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

EXHIBIT A

ENERGY OUTREACH COLORADO EFFICIENCY LLC - NONPROFIT ENERGY EFFICIENCY PROGRAM AND (MULTI- FAMILY) ENERGY EFFICIENCY PROGRAM

Contract Term: 1/1/2022-12/31/2024

Total Contract Amount: \$2,400,000

OVERVIEW – NONPROFIT ENERGY EFFICIENCY PROGRAM

| Vendor Information | |
|--------------------|--|
| Organization Name: | Energy Outreach Colorado Efficiency LLC |
| Contact Person: | Brooke Pike |
| Physical Address: | 225 E 16 th Ave, Denver 20203 |
| Phone: | 303-226-5060 |
| Email: | BPike@energyoutreach.org |

Contract Term: 1/1/2022-12/31/2024

Contract Amount: \$ 350,000.00/year

Project/Program/Work Narrative: (Two to three paragraphs of what agreement is for)

Energy Outreach Colorado's Nonprofit Energy Efficiency Program (NEEP) provides energy efficiency services and education for nonprofit facilities in the City and County of Denver that serve Denver's under resourced community members.

During the 15 years that EOC has been operating this program, over \$20 million have been spent on efficiency upgrades at over 300 nonprofit facilities across Colorado. This reduction in

EXHIBIT A

energy costs is reallocated to the nonprofit's operating budget to provide additional services to low income community members.

NEEP works on a variety of building types including homeless shelters, medical clinics, schools, community centers, nonprofit administrative offices and food banks. Buildings that are most significantly impacted by NEEP provide 24-hour services, such as safe houses and residential treatment centers.

NEEP provides a free energy efficiency assessment of each nonprofit facility. Based on the assessment findings, NEEP will work with contractors to acquire bids and manage the installation of new energy efficient equipment at the nonprofit building. Organization staff and clients will also receive information about energy conservation practices that may further reduce the nonprofit's utility bill through changes in common behaviors.

Energy efficiency measures commonly provided through NEEP:

- Lighting
- Boiler/HVAC
- Insulation
- Appliances (refrigerators)
- Air sealing
- Pipe insulation
- Low flow sink aerators and showerheads

Payment Schedule:

Invoices must be submitted for payment no later the 15th of every month, for the prior month's billing.

All annual expenses must be billed no later than January 15th of the following year.

Location of Services

Physical Address: 225 East 16th Ave, Suite 200, Denver, CO, 80203

Neighborhood(s) Served (See map: <https://www.denvergov.org/maps/map/neighborhoods>):

Council District Served (See map: <https://www.denvergov.org/maps/map/councildistricts>):

OR

EXHIBIT A

Check if Citywide

Program Description: (Narrative mission, vision, history, description of what the funds aim to achieve)

EOC's Nonprofit Energy Efficiency Program (NEEP) was established in 2006 to support nonprofits serving under resourced community members. These nonprofits were finding it financially difficult to pay utility bills at a time when gas prices were relatively high. NEEP responded to this problem by providing grant funding and project oversight to install new energy efficient equipment (ex: LED lighting, insulation, condensing HVAC equipment) in the nonprofit buildings.

The higher efficiency equipment decreases the monthly electric and gas expense so that the nonprofits can reallocate the utility bill dollars to their service delivery.

Program Services: (Program specifics (be detailed here. Include target population, location and demographic service area, detailed schedule)

Outreach:

EOC provides outreach for this program by conducting workshops throughout the year to educate nonprofits about NEEP and also educates EOC cash assistance agency partners about NEEP through a statewide tour each October. EOC uses an extensive statewide outreach and application process for all of our energy efficiency programs. EOC also plans to directly contact eligible organizations that meet the guidelines that have not participated in our program to date. Currently, EOC has several Denver based nonprofit projects already scheduled for the 2021 grant cycle.

Program Screening and Enrollment:

All NEEP applicants complete an online application which collects pertinent information about the project. EOC staff and other subject matter experts review the applications in the first and second quarter of the year, determine if projects meet the eligibility requirements as they are defined in this RFP and by other funding partners including Xcel Energy, and then prioritize the projects based on need, mission, timing, etc. EOC requests that agencies participate in an orientation process and complete an internal energy use assessment prior to receiving and energy audit in order to maximize the benefits of the program. Once an application is approved, the first step in NEEP is to schedule an energy audit by an energy "expert" or consultant to identify the most cost effective changes that can be made to the existing building to save energy.

Criteria for Selection of NEEP Facilities:

EXHIBIT A

The Nonprofit must be in Denver.

They must own or have a long-term lease (2 years or more in a 5-year lease) on their building and plan to stay in their building for a substantial period of time to see savings. For buildings that are not owned by the nonprofit, lease terms must be structured so that the nonprofit is directly paying for utilities.

The mission of the nonprofit must have a relationship to serving low-income populations.

Priority should be given to facilities with higher energy uses.

Priority should be given to nonprofit shared space facilities, in which four or more nonprofits are co-located for their office space.

The Audits/upgrades should be spread amongst agencies, rather than providing upgrades to multiple sites for one agency.

Priority should be focused on energy efficiency measures.

Selection for upgrades should be based on a payback of 5-10 years if there is a project that EOC believes warrants moving forward, but that has a longer payback, then that would involve a discussion with DONE.

EOC efforts should work to complement DONE projects; such as the Denver Shared Space Project, Green and Healthy Homes Initiative, Denver TOD Fund and/or other City initiatives such as: Denver's Road Home.

Education:

EOC works with all NEEP recipients to develop an energy conservation education plan that is most appropriate for their clients and specific to what is funded by NEEP. This is very important to ensure that all energy savings targets are met.

The Behavior Education Program provides:

- Educational materials on understanding your utility bills
- Info on engaging building occupants to lower energy use
- Work summary that explains efficiency measures and connected conservation actions
- Stickers to remind occupants to save energy
- Presentation on saving energy & staff engagement

Energy Assessment:

EXHIBIT A

An energy assessment consists of a walkthrough of the entire building(s); an assessment of existing insulation in walls, attics, ceiling cavities, crawlspaces and basements; an inspection of the existing heating source (i.e., furnace or boiler), water heater and cooling source (if applicable); and an assessment of the existing lighting and appliances. Once an audit is completed, energy conservation measures are identified and evaluated to determine which measures are the most cost effective.

Determination of Upgrades:

Based on the information from the energy audit, EOC will work with our subcontractor to determine costs for installing energy efficiency measures. Product bid solicitations will include language describing the manner in which the product will be used and language stating that products offered in the bid response shall be appropriate for that use. All prices will include the cost of labor, materials, clean-up, and removal of any old materials and proper recycling of appliances containing refrigerants or lighting materials.

Once the bids are complete, EOC will compare the cost to install the measures with the predicted energy savings provided by the energy audit to determine the most cost effective measures to be installed at each facility. The goal is to maintain an average payback of 5 to 10 years. EOC also runs an energy model to assist with determining the most cost effective measures. EOC will ideally be able to leverage funds from Xcel Energy and other private funders. The ability to leverage funds requires submitting project information to Xcel Energy to determine the level of funding/rebates they will assign each project. EOC evaluates the funding from Xcel Energy and other potential funding sources before determining the level of the City of Denver investment. In some cases, EOC asks nonprofit organizations to financially contribute to the project if there are measures that may be important but don't pass an adequate return on investment or payback for the project.

EOC will comply with federal and state laws pertaining to health and safety risk abatement, and will assure that installation of measures will not be permitted until identified health and safety risks are removed. EOC's experience is that health and safety repairs identified during the energy audit might be included in the scope of work for a facility. EOC will allow for electrical or structural repairs if necessary for the proper installation or maintenance of an energy efficiency measure.

EOC will focus funding on projects that make significant impacts on energy savings, at the same time being considerate of each nonprofits' specific program needs. EOC will assure that efficiency measures are installed in accordance with the manufacturer's directions. EOC staff/subcontractors will make routine site visits during installation to confirm vendor compliance and ensure that the property remains clean and attractive for clients and will be responsible for final inspections at every site. Final inspections will compare the completed project to the energy audit to ensure that all required measures were performed.

Program Goals/Outcomes: (Please detail your evaluation plan)

EXHIBIT A

- NEEP will collect and report all activities in the database system SALESFORCE.COM (which is informally known within the City as Denver Energy Efficiency Customer Management System (CMS) on a bi-annual basis due on July 20th and January 20th in accordance with City policies and procedures.
- NEEP shall ensure its data reporting systems are compatible with City systems and meet City data reporting requirements. NEEP shall be responsible for supplying and maintaining all required equipment and software.
- NEEP will submit a Monthly Activities Report form to accompany each invoice. NEEP will also submit a full report detailing progress toward project outcomes on a quarterly basis.
- NEEP’s final program report shall be submitted to DONE within 45 days after the end of the Contract.

Key Activities and Deliverables:

| Goals | 2022 | 2023 | 2024 |
|--|---------------|---------------|---------------|
| Number of audits | 10 | 10 | 10 |
| Number of nonprofits served | 10 | 10 | 10 |
| Dollars/Funds leveraged | \$200,000 | \$200,000 | \$200,000 |
| Estimated kWh saved using an approved Xcel Energy Calculator (APPENDIX F) | 275,000 | 275,000 | 275,000 |
| Estimated Therms saved using an approved Xcel Energy Calculator (APPENDIX F) | 12,000 | 12,000 | 12,000 |
| Annual BTU saved | 2,138,343,668 | 2,138,343,668 | 2,138,343,668 |
| Annual energy dollar savings using an approved Xcel Energy Calculator (APPENDIX F) | \$50,000 | \$50,000 | \$50,000 |

EXHIBIT A

| | | | |
|--|----------|----------|----------|
| Dollars savings for nonenergy benefits using an approved Xcel Energy Calculator (Cost/(energy savings+ energy saving*50%) (APPENDIX F) | \$25,000 | \$25,000 | \$25,000 |
| Number of nonprofits receiving education | 10 | 10 | 10 |

Budget/Budget Narrative:**Budget Narrative****Energy Outreach Colorado Efficiency****2022-2024 Nonprofit Energy Efficiency Services****Personnel**

Luke Ilderton, Deputy Director

\$158,000 x 2% = \$3,200

Manages all contracts and budgets for the program, works to ensure leveraged funding with other EOC programs, and provides technical expertise

Brooke Pike, Director of Energy Efficiency Programs \$90,000 x 2.22%=\$2,000

Provides guidance and expertise on complicated projects and oversees the utility relationships that provide leveraged funding for this program

Ann Cruz, NEEP Program Manager

\$65,000 x 20%=\$13,000

Conducts technical analysis of all nonprofit buildings, manages all projects, organizes the Save Green Be Green event

Evelin Preciado, NEEP Program Coordinator

\$56,000 x 20%=\$11,200

Coordinates all trainings, applications, and process flow of projects, supports the event coordination of the Save Green Be Green event

EXHIBIT A

Max Holtz, Program Coordinator \$56,000 x 5.36%=3,000

Assist in the technical evaluations of NEEP

Total Personnel costs = \$32,400

Fringe Benefits

Fringe benefits supported by this contract include but are not limited to:

- Payroll Taxes, including FICA, state and local taxes, and employer contribution Social Security Insurance and Unemployment Insurance
- Medical benefits, including health insurance, vision insurance, dental insurance, short and long term disability and life insurance (percent varies based on employees' individual plans)
- Employer contribution of 8% of employees' salaries to their 401K Plan.

Luke Ilderton

| | | |
|------------------|---------------------|-------------|
| Payroll taxes | 9.5% x \$3200=\$304 | |
| Medical benefits | 7.5% x \$3200=\$240 | |
| 401 K Plan | 8.0% x \$3200=\$256 | Total=\$800 |

Brooke Pike

| | | |
|------------------|---------------------|-------------|
| Payroll taxes | 9.5% x \$2000=\$190 | |
| Medical benefits | 7.5% x \$2000=\$150 | |
| 401 K Plan | 8.0% x \$2000=\$160 | Total=\$500 |

Ann Cruz

| | | |
|------------------|------------------------|--------------|
| Payroll taxes | 9.5% x \$13,000=\$1235 | |
| Medical benefits | 7.5% x \$13,000=\$975 | |
| 401 K Plan | 8.0% x \$13,000=\$1040 | Total=\$3250 |

Evelin Preciado

| | |
|---------------|------------------------|
| Payroll taxes | 9.5% x \$11,200=\$1064 |
|---------------|------------------------|

EXHIBIT A

| | | |
|------------------|-----------------------|---------------|
| Medical benefits | 7.5% x \$11,200=\$840 | |
| 401 K Plan | 8.0% x \$11,200=\$896 | Total=\$2,800 |

Max Holtz

| | | |
|------------------|----------------------|-------------|
| Payroll taxes | 9.5% x \$3,000=\$285 | |
| Medical benefits | 7.5% x \$3,000=\$225 | |
| 401 K Plan | 8.0% x \$3,000=\$240 | Total=\$750 |

Total Fringe Costs = \$8,100

EOC uses an allocation model for all expenses based on EOC staff time spent on various programs. For this 2020 Denver budget we took into consideration all expenses and estimated costs along with some historical perspective.

Office Expenses Includes supplies, printing and postage
 $\$83.33 \times 12 \text{ months} = \1000

Total Office Expenses Cost = \$1000

Communication: Telephone Expense – includes allocated cost of office/cell phones and internet

$\$83.33 \text{ for the four staff members} \times 12 \text{ months} = \1000

Total Communications Cost: \$1000

Insurance: EOC Insurance costs. This is a substantial expense to the organization do to the nature of going into commercial buildings and repairing and replacing equipment.
 $\$375 \times 12 = \$4,500$

Total Insurance Cost = \$4, 500

Travel Staff

Includes mileage [\$0.545 per mile] to travel to project sites and any onsite project parking expenses.

$\$20.83 \text{ for the four staff members} \times 12 \text{ months} = \250

Total Travel Costs = \$250

EXHIBIT A

Equipment Rental and Maintenance: Includes copier, postage machine leases and IT support to operate the program
 $\$83.33 \times 12 = \$1,000$

Total Equipment Costs: 1,000

Facility - EOC Office space is calculated based on the percent of time that EOC staff spends on various programs.
 $\$312.50 \times 12 \text{ months} = \$3,750$

Total Facility costs - \$3,750

Be Green, Save Green Event-EOC will coordinate an in-person or virtual Be Green, Save Green event

Total Event Cost: \$4,000

Professional Services

Payroll services, legal, accounting $\$16.67 \times 12 \text{ months} = \200

Total Professional Services = \$200

Subcontractor

EOC will contract with various subcontractors for the evaluation, assessment and installation of Energy Efficiency Measures. The actual costs will depend on project, but will include the labor and materials.

Total Subcontractor Costs = \$297,800

Construction Costs: Included in subcontractor line item

Other Direct Expenses: Not applicable for this contract.

Indirect Costs: Not Applicable

Match Amount = EOC anticipates leveraging a minimum of \$350,000 from Xcel Energy and EOC private funding

Total Amount Requested from D-ONE: \$350,000

EXHIBIT A

Data Collection and Reporting

Vendor agrees to use Xcel Energy calculator provided in D-ONE's request for proposals (RFP Name: 2022-2024 Residential and Nonprofit Energy Efficiency Services, RFP Number: HRCP2021-RFP01)

Quarterly reports will be required. The Denver Office of Nonprofit Engagement (D-ONE) will provide a standard reporting template. The quarterly report should include the following at minimum:

- Number of Audits;
- Number of households or units served;
- Number of households or units served at or below 60% SMI and/or 80% of AMI or less (please identify which);
- Dollars/funds Leveraged;
- Estimated kWh saved using Xcel Energy Calculator;
- Estimated Therms saved using Xcel Energy Calculator;
- Annual energy dollar savings using Xcel Energy Calculator;
- Dollars savings for nonenergy benefits using Xcel Energy Calculator (Cost/(energy savings+ energy saving*50%);
- Number of households/buildings receiving education;
- Percentage of annual goals completed (see tables in Goals section above);
- Other relevant data points/formula at vendor discretion;
- Demographic data (age, race, ethnicity, gender, marital status, income, living with a disability, education level, and employment);
- Annual program reports and final program report shall be submitted to D-ONE within 45 days after the end of the Contract, and;
- Nonenergy benefits

An annual report will be required no later than February 15th of the following year.

A 3-year report will be required no later than February 15th, 2024.

Contract Requirements – Agency for Human Rights & Community Partnerships

- Organization staff may be required to meet with an Agency for Human Rights & Community Partnerships representative to debrief, share lessons learned about the contract/grant process, programming impact, etc.
- EOC shall be reimbursed or paid for services provided under this agreement according to the approved cost allocation budget, attached to and made a part of this Agreement.
- EOC shall follow City and County of Denver Fiscal Rule 8.1, Procurement, which requires that at least three (3) documented quotations be secured for all purchases of services (including insurance), supplies, or other property that costs more than \$5,000.00 in the aggregate.

EXHIBIT A

- The City and County of Denver has specified a 13% MWBE Participation goal on this project. The organization is committed to meeting 13% MWBE Participation on the contract.
- All modifications to the services and/or budget that exceeds 5% in change or more to any line item must be preapproved in writing by the Agency for Human Rights & Community Partnerships.
- The City and County of Denver has specified a 13% MWBE Participation goal on this project. The organization is committed to meeting 13% MWBE Participation on the contract.

EXHIBIT A

OVERVIEW – RESIDENTIAL (MULTI-FAMILY) ENERGY EFFICIENCY PROGRAM

| Vendor Information | |
|---------------------------|--|
| Organization Name: | Energy Outreach Colorado Efficiency LLC |
| Contact Person: | Brooke Pike |
| Physical Address: | 225 E 16 th Ave, Denver 20203 |
| Phone: | 303-226-5060 |
| Email: | BPike@energyoutreach.org |

Contract Term: 1/1/2022-12/31/2024

Contract Amount: \$ 450,000.00/year

Project/Program/Work Narrative:

Energy Outreach Colorado’s Multifamily Energy Efficiency Program (MF) provides energy efficiency services and education for income qualified multi-family residential units in the City and County of Denver.

EOC provides a free energy efficiency assessment of each multi-family residential facility. Based on the assessment findings, EOC will work with contractors to acquire bids and manage the installation of new energy efficient equipment at the multi-family residential building. Organization staff and clients will also receive information about energy conservation practices that may further reduce the multi-family residential building’s utility bill through changes in common behaviors.

Energy efficiency measures commonly provided through EOC:

- Lighting
- Boiler/HVAC
- Insulation
- Appliances (refrigerators)
- Air sealing
- Pipe insulation

EXHIBIT A

- Low flow sink aerators and showerheads

Payment Schedule:

Invoices must be submitted for payment no later the 15th of every month, for the prior month's billing.

All annual expenses must be billed no later than January 15th of the following year.

Location of Services

Physical Address: 225 East 16th Ave, Suite 200, Denver, CO, 80203

Neighborhood(s) Served (See map: <https://www.denvergov.org/maps/map/neighborhoods>):

Council District Served (See map: <https://www.denvergov.org/maps/map/councildistricts>):

OR

Check if Citywide

Program Description: (Narrative mission, vision, history, description of what the funds aim to achieve)

EOC's multi-family affordable housing program was established in 2009 to support affordable housing residents by providing grant funding and project oversight to install new energy efficient equipment (ex: LED lighting, insulation, condensing HVAC equipment) in the buildings.

Program Services: (Program specifics (be detailed here. Include target population, location and demographic service area, detailed schedule)

Outreach:

EXHIBIT A

EOC will use its existing affordable housing solicitation and application process to identify qualifying multi-family projects in Denver. Through a combination of outreach events, workshops, direct mail, published announcements in cooperating agency newsletters and through DONE, and direct marketing by local professional energy auditors, EOC will identify properties to meet the goals of this funding.

Program Screening and Enrollment:

EOC staff evaluate each project application and compare the project against the following criteria: 1) client eligibility based on 66% of the units being 80% AMI; and 2) property eligibility which evaluates acceptable property type and occupancy status. If an application passes all of the criteria, EOC will move forward with an initial energy audit of the building. Since federal funds are limited to 200% of Federal Poverty Level (FPL) or below, units that have residents with incomes of 200 - 300% FPL could be served with these Denver funds.

Education:

EOC works with all EOC recipients to develop an energy conservation education plan that is most appropriate for their clients and specific to what is funded by EOC. This is very important to ensure that all energy savings targets are met.

The Behavior Education Program provides:

- Educational materials on understanding your utility bills
- Info on engaging building occupants to lower energy use
- Work summary that explains efficiency measures and connected conservation actions
- Stickers to remind occupants to save energy
- Presentation on saving energy & staff engagement

Energy Assessment:

An energy assessment consists of a walkthrough of the entire building(s); an assessment of existing insulation in walls, attics, ceiling cavities, crawlspaces and basements; an inspection of the existing heating source (i.e., furnace or boiler), water heater and cooling source (if applicable); and an assessment of the existing lighting and appliances. Once an audit is completed, energy conservation measures are identified and evaluated to determine which measures are the most cost effective.

Determination of Upgrades:

Based on the information from the energy audit, EOC will work with our subcontractor to determine costs for installing energy efficiency measures. Product bid solicitations will include language describing the manner in which the product will be used and language stating that products offered in the bid response shall be appropriate for that use. All prices will include the

EXHIBIT A

cost of labor, materials, clean-up, and removal of any old materials and proper recycling of appliances containing refrigerants or lighting materials.

Once the bids are complete, EOC will compare the cost to install the measures with the predicted energy savings provided by the energy audit to determine the most cost effective measures to be installed at each facility. The goal is to maintain an average payback of 5 to 10 years. EOC also runs an energy model to assist with determining the most cost effective measures. EOC will ideally be able to leverage funds from Xcel Energy and other private funders. The ability to leverage funds requires submitting project information to Xcel Energy to determine the level of funding/rebates they will assign each project. EOC evaluates the funding from Xcel Energy and other potential funding sources before determining the level of the City of Denver investment. In some cases, EOC asks owners of affordable housing to financially contribute to the project if there are measures that may be important but don't pass an adequate return on investment or payback for the project.

EOC will comply with federal and state laws pertaining to health and safety risk abatement, and will assure that installation of measures will not be permitted until identified health and safety risks are removed. EOC's experience is that health and safety repairs identified during the energy audit might be included in the scope of work for a facility. EOC will allow for electrical or structural repairs if necessary for the proper installation or maintenance of an energy efficiency measure.

EOC will focus funding on projects that make significant impacts on energy savings, at the same time being considerate of each affordable housing specific needs. EOC will assure that efficiency measures are installed in accordance with the manufacturer's directions. EOC staff/subcontractors will make routine site visits during installation to confirm vendor compliance and ensure that the property remains clean and attractive for clients and will be responsible for final inspections at every site. Final inspections will compare the completed project to the energy audit to ensure that all required measures were performed.

Program Goals/Outcomes: (Please detail your evaluation plan)

- EOC shall ensure its data reporting systems are compatible with City systems and meet City data reporting requirements. EOC shall be responsible for supplying and maintaining all required equipment and software.
- EOC will submit a Monthly Activities Report form to accompany each invoice. EOC will also submit a full report detailing progress toward project outcomes on a quarterly basis.
- EOC's final program report shall be submitted to DONE within 45 days after the end of the Contract.

Key Activities and Deliverables:

| Program Deliverable | 2022 | 2023 | 2024 |
|----------------------------|------|------|------|
| Number of audits | 800 | 800 | 800 |

EXHIBIT A

| | | | |
|---|------------------------|------------------------|------------------------|
| Number of households or units served | 700 | 700 | 700 |
| Number of households or units served at or below 60% SMI and/or 80% AMI (please identify which) (see Appendix D) | 700 (80% AMI or below) | 700 (80% AMI or below) | 700 (80% AMI or below) |
| Dollars/Funds leveraged | \$500,000 | \$500,000 | \$500,000 |
| Estimated kWh saved using an approved Xcel Energy Calculator | 1,100,000 | 1,100,000 | 1,100,000 |
| Estimated Therms saved using an approved Xcel Energy calculator | 26,000 | 26,000 | 26,000 |
| Annual energy dollar savings using an approved Xcel Energy calculator | \$140,000 | \$140,000 | \$140,000 |
| Annual BTU saved* | 6,353,355,793 | 6,353,355,793 | 6,353,355,793 |
| Dollars savings for nonenergy benefits using an approved Xcel Energy calculator (50% of annual energy dollar savings) | \$75,000 | \$75,000 | \$75,000 |
| Number of households receiving education | 250 | 250 | 250 |

Budget/Budget Narrative:**Budget Narrative****Energy Outreach Colorado Efficiency****2022-2024 Residential Energy Efficiency Services****Personnel**

Luke Ilderton, Deputy Director

\$158,000 x 2.0% = \$3,200

Provides technical expertise on all efficiency projects, advises on audit and equipment installation process, modeling and assessment of all efficiency measures.

Max Kaye, MF Program Manager

\$68,000 x 20%=\$13,600

Conducts technical analysis of all multifamily buildings

Zhulietta Stoyanova, MF Coordinator

\$50,000 x 16.67%=\$8,335

Supports energy audits, contractor management, and inspections

Total Personnel costs = \$33,265

EXHIBIT A

Fringe Benefits

Fringe benefits supported by this contract include but are not limited to:

- Payroll Taxes, including FICA, state and local taxes, and employer contribution Social Security Insurance and Unemployment Insurance
- Medical benefits, including health insurance, vision insurance, dental insurance, short and long term disability and life insurance (percent varies based on employees' individual plans)
- Employer contribution of 8% of employees' salaries to their 401K Plan.

Luke Ilderton

| | | |
|------------------|----------------------|-------------|
| Payroll taxes | 9.5% x \$3,200=\$304 | |
| Medical benefits | 7.5% x \$3,200=\$240 | |
| 401 K Plan | 8.0% x \$3,200=\$256 | Total=\$395 |

Max Kaye

| | | |
|------------------|------------------------|--------------|
| Payroll taxes | 9.5% x \$13,600=\$1292 | |
| Medical benefits | 7.5% x \$13,600=\$1020 | |
| 401 K Plan | 8.0% x \$13,600=\$1088 | Total=\$3400 |

Zhuljeta Stoyanova

| | | |
|------------------|-------------------------|-----------------|
| Payroll taxes | 9.5% x \$8,335=\$791.83 | |
| Medical benefits | 7.5% x \$8,335=\$625 | |
| 401 K Plan | 8.0% x \$8,335=\$666.41 | Total=\$2083.24 |

Total Fringe Costs = \$7,237

EOC uses an allocation model for all expenses based on EOC staff time spent on various programs. For this 2020 Denver budget we took into consideration all expenses and estimated costs along with some historical perspective.

Office Expenses Includes supplies, printing and postage

\$62.50 x 12 months = \$750

Total Office Expenses Cost = \$750

Communication: Telephone Expense – includes allocated office phones and internet

EXHIBIT A

$\$50 \times 12 \text{ months} = \600

Total Communications Cost: \$600

Insurance: EOC Insurance costs. This is a substantial expense to the organization do to the nature of going into buildings and repairing and replacing equipment.

$\$241.66 \times 12 = \$2,900$

Total Insurance Cost = \$2,900

Travel Staff

Includes mileage [$\$0.545$ per mile] to travel to project sites, appropriate meals and any onsite parking expenses.

$\$8.30 \times 12 \text{ months} = \100

Total Travel Costs = \$100

Equipment Rental and Maintenance: Includes copier, postage machine leases and contracted IT services and replacements for all computers and servers.

$\$166.67 \times 12 = \$2,000$

Total Equipment Costs: \$2,000

Facility - EOC Office space is calculated based on the percent of time that EOC staff spends on various programs.

$\$312.50 \times 12 \text{ months} = \$3,750$

Total Facility costs - \$3,750

Professional Services

Payroll services, legal, accounting $\$41.67 \times 12 \text{ months} = \500

Total Professional Services = \$500

Subcontractor

EOC will contract with various subcontractors for the evaluation, assessment and installation of Energy Efficiency Measures. The actual costs will depend on project, but will include the labor and materials.

$600 \text{ units} \times \$664.83/\text{unit} = \$398,898$

EXHIBIT A

Total Subcontractor Costs = \$398,897.48

Construction Costs: Included in subcontractor line item

Other Direct Expenses: Not applicable for this contract.

Indirect Costs: Not Applicable

Match Amount = EOC anticipates leveraging a minimum of \$500,000 from Xcel Energy and other funders.

Total Amount Requested from DOSP: \$450,000

Contract Requirements – General (Depends on your program requirements, please list expectations.)

- The method of payment to EOC by DONE shall be in accordance with City and County of Denver Fiscal Rule 8.3, Procedures for Accounts Payable. The Contractor must submit expenses and accruals to DOSP on or before the 20th day of each month for the previous month's activities.
- EOC shall be reimbursed or paid for services provided under this agreement according to the approved cost allocation budget, attached to and made a part of this Agreement.
- Any changes to the budget must submit a Budget Modification Request form in writing and approved by the Project Manager.
- EOC shall follow City and County of Denver Fiscal Rule 8.1, Procurement, which requires that at least three (3) documented quotations be secured for all purchases of services (including insurance), supplies, or other property that costs more than \$5,000.00 in the aggregate.
- EOC shall submit the final invoice for reimbursement within forty-five (45) days after the end of the contract.

Contract Requirements – Data Tracking/Reports (Format, occurrence, deadlines, etc.)

Vendor agrees to use Xcel Energy calculator provided in D-ONE's request for proposals (RFP Name: 2022-2024 Residential and Nonprofit Energy Efficiency Services, RFP Number: HRCP2021-RFP01)

Quarterly reports will be required. The Denver Office of Nonprofit Engagement (D-ONE) will provide a standard reporting template. The quarterly report should include the following at minimum:

EXHIBIT A

- Number of Audits;
- Number of households or units served;
- Number of households or units served at or below 60% SMI and/or 80% of AMI or less (please identify which);
- Dollars/funds Leveraged;
- Estimated kWh saved using Xcel Energy Calculator;
- Estimated Therms saved using Xcel Energy Calculator;
- Annual energy dollar savings using Xcel Energy Calculator;
- Dollars savings for nonenergy benefits using Xcel Energy Calculator (Cost/(energy savings+ energy saving*50%));
- Number of households/buildings receiving education;
- Percentage of annual goals completed (see tables in Goals section above);
- Other relevant data points/formula at vendor discretion;
- Demographic data (age, race, ethnicity, gender, marital status, income, living with a disability, education level, and employment);
- Annual program reports and final program report shall be submitted to D-ONE within 45 days after the end of the Contract, and;
- Nonenergy benefits

An annual report will be required no later than February 15th of the following year.

A 3-year report will be required no later than February 15th, 2024.

Contract Requirements – Agency for Human Rights & Community Partnerships

- Organization staff may be required to meet with an Agency for Human Rights & Community Partnerships representative to debrief, share lessons learned about the contract/grant process, programming impact, etc.
- All modifications to the services and/or budget that exceeds 5% in change or more to any line item must be preapproved in writing by the Agency for Human Rights & Community Partnerships.
- The City and County of Denver has specified a 13% MWBE Participation goal on this project. The organization is committed to meeting 13% MWBE Participation on the contract.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/22/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | |
|---|---|
| PRODUCER AssuredPartners Colorado, LLC 4582 S Ulster Street Suite 600 Denver CO 80237 | CONTACT NAME: Jessie Karlovitch PHONE (A/C No. Ext): 303-226-0176 FAX (A/C, No): 303-861-7502 E-MAIL ADDRESS: jessie.karlovitch@assuredpartners.com |
| INSURER(S) AFFORDING COVERAGE | |
| INSURER A : Pinnacol Assurance | NAIC # 41190 |
| INSURER B : Gemini Insurance Company | 10833 |
| INSURER C : TRAVELERS | 11025 |
| INSURER D : Westchester Surplus Lines Insurance Company | 10172 |
| INSURER E : North American Specialty Insurance Company | 29874 |
| INSURER F : | |

COVERAGES **CERTIFICATE NUMBER:** 888290651 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|-------------|--|-----------|----------|--|----------------------------------|----------------------------------|---|
| B | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | | | VCGP026635 | 6/1/2021 | 6/1/2022 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$ |
| B | <input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS | | | VCGP026635 | 6/1/2021 | 6/1/2022 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| | <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ | | | | | | EACH OCCURRENCE \$ AGGREGATE \$ \$ |
| A | <input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | | 4144812 | 1/1/2021 | 1/1/2022 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |
| D E C | Contractors Pollution Liability Cyber Liability Crime/Employee Theft | | | G27480287 007 C-4LVN-186870-CYBER-2021 105923321 | 6/1/2021 6/1/2021 6/1/2019 | 6/1/2022 6/1/2022 6/1/2022 | Each Poll Condition Limit \$2,000,000 Limit \$1,000,000 Limit \$1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Evidence of Insurance

| | |
|---|--|
| CERTIFICATE HOLDER City and County of Denver Agency for Human Rights and Community Partnerships 201 W. Colfax Avenue, Dept. 1102 Denver CO 80202 | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE |
|---|--|