

## **FIRST AMENDATORY AGREEMENT**

THIS FIRST AMENDATORY AGREEMENT (the “Amendment”) is made and entered into by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and **ENERGY OUTREACH COLORADO EFFICIENCY, LLC**, a Colorado limited liability company, whose address is 225 E. 16<sup>th</sup> Avenue, Suite 200, Denver, Colorado 80203 (the “Contractor”), collectively the “Parties.”

### **RECITALS:**

**A.** The Parties entered into an agreement on February 14, 2019 for the Contractor to provide energy efficiency services to income-qualified households and for the City to provide funds to the Contractor for providing those services (the “Agreement”); and

**B.** The Parties wish to amend the Agreement to amend the scope of services and budget, extend the term, increase the compensation to the Contractor, and modify certain other terms as forth in this Amendment.

**NOW THEREFORE**, in consideration of the premises and the Parties’ mutual covenants and obligations, the Parties agree as follows:

1. Exhibits A and B of the Agreement shall be replaced with Exhibits A-1 and B attached to this Amendment. The updated Scope of Services marked as Exhibit A-1 and the updated Financial Administration marked as Exhibit B are attached hereto and incorporated herein by this reference and shall supersede and replace all previous exhibits attached to the Agreement.

2. The references in Sections 1, 4, 21, and 22 of the Agreement to the “Office of Economic Development” and “OED” shall be replaced to read “Department of Housing Stability” and “HOST,” respectively.

3. Section 2 of the Agreement entitled “**TIME OF PERFORMANCE**” is amended to read as follows:

“This Agreement shall begin on January 1, 2019, and end on March 31, 2021, unless such time is extended by written agreement of the parties, executed in the same manner as this Agreement.”

4. Section 3 of the Agreement entitled “**COMPENSATION**” is amended to read as follows:

“The amount to be paid by the City to the Contractor shall not exceed SEVEN HUNDRED FIFTY THOUSAND Dollars and NO/100 (\$750,000.00). The obligation of the City for payments under this Agreement is limited to monies appropriated by the City Council and paid into the City Treasury. Funds will be released to the Contractor in accordance with the budget and other requirements set forth in Exhibits A-1 and B. The Parties agree that (i) the City does not by this Agreement irrevocably pledge present cash reserves for payment or performance in future fiscal years, and (ii) this Agreement is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.”

5. Section 10 of the Agreement entitled “**EXAMINATION OF RECORDS**” is amended to read as follows:

“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 foregoing 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 times comply with D.R.M.C. 20-276.”

6. Section 29 of the Agreement entitled “**NOTICES**” is amended to read as follows:

“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 Contractor at the address first above written, and if the City at:

Executive Director of the Department of Housing Stability  
City and County of Denver  
201 West Colfax Avenue, Department 615  
Denver, Colorado 80202

With a copy of any such notice to:

Denver City Attorney's Office  
1437 Bannock Street, 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."

7. Except as herein amended, the Agreement continues in effect, and is affirmed and ratified in each and every particular.

8. This Amendment 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.

**[SIGNATURE PAGES AND EXHIBITS TO FOLLOW]**

**Contract Control Number:**  
**Contractor Name:**

HOST-202054198-01 / OEDEV-201946963-01  
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:

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**APPROVED AS TO FORM:**

**REGISTERED AND COUNTERSIGNED:**

Attorney for the City and County of Denver

By:

By:

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By:

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**Contract Control Number:**  
**Contractor Name:**

HOST-202054198-01 / OEDEV-201946963-01  
ENERGY OUTREACH COLORADO EFFICIENCY LLC

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

Name: (please print) Jennifer Gremmert

Title: Executive Director  
(please print)

ATTEST: [if required]

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

Name: (please print)

Title: \_\_\_\_\_  
(please print)

EXHIBIT A - 1

SCOPE OF SERVICES

DEPARTMENT OF HOUSING STABILITY

**PROJECT NAME:** CARE-Concentrated Neighborhood Approach  
**ACTIVITY NAME:** *Stabilize Existing Residential Affordable Housing in Globeville and Elyria Swansea*  
**2019 & 2020 Affordable Housing Fund Services**

I. INTRODUCTION

**Period of Performance Start and End Dates:** 1/1/2019-3/31/2021

**Project Description:**

The purpose of this contract agreement is to provide a reimbursable grant for \$750,000 through the Department of Housing Stability (HOST). These funds will be provided to Energy Outreach Colorado Efficiency LLC (EOC) to be utilized for enhancing suitable living environment and sustainability, creating a safer living environment, and lowering energy bills for income-qualified City and County of Denver residents. Colorado's Affordable Residential Energy Program (CARE) leverages EOC funding, utility rebates, and local resources to provide free energy efficiency services to participants. This award is not for Research and Development (R&D).

**Funding Source:** **Amount:**  
☒ Affordable Housing Fund \$ 750,000

**Proposed Number of outcomes:** 100 homes will be served with various degrees of service. Proposed number was reduced due to existing market trends and increase construction cost.

**Sub-awardee Organization:**

|                                 |   |
|---------------------------------|---|
| <b>EIN#:</b>                    | Energy Outreach Colorado Efficiency LLC                     |
| <b>DUNS#:</b>                   | 81-4027218  |
| <b>SAM.gov Expiration Date:</b> | 802667766   |
| <b>Address:</b>                 | 1/7/2020  |
| <b>Contact Person:</b>          | 225 East 16 <sup>th</sup> Ave, Suite 200, Denver, CO, 80203 |
| <b>Phone:</b>                   | Luke Ilderton   |
| <b>Email:</b>                   | 303-226-5059  |
|                                 | ilderton@energyoutreach.org                                 |

**Organization Type:**

☒ Non-Profit ☐ For-Profit ☐ Individual ☐ Partnership ☐ Corporation ☐ Publicly Owned ☐ Other

**Council District(s):** 9 **Neighborhood(s):** Globeville, Elyria-Swansea **Census Block(s):** (only required for Low Mod Area)

Project/activity located in a Target Area: ☒ Yes ☐ No  
If yes, indicate type: ☒ Local Target Area ☐ Strategy Area (NRSA) ☐ CDFI ☐ Other

**The Federal Funding Accountability and Transparency Act (FFATA)**

1. In the business or organization's preceding completed fiscal year, the business or organization (the legal entity to which this specific SAM.gov record, represented by a DUNS number, belongs) received: (1) 80 percent or more of annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements:

## EXHIBIT A - 1

☐ Yes ☒ No

**If YES, continue to statement 2.**

2. The public has access to information about the compensation of the executives in the business or organization (the legal entity to which this specific SAM.gov record, represented by a DUNS number, belongs) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986:
- ☐ Yes ☐ No

**If YES, stop here. If NO, continue to statement 3.**

3. Provide the names and amounts of the five most highly compensated officers or executives:

|   |   |  |
|---|---|--|
| Program income (of any type, e.g., fees) will be generated by this activity.    | <input type="checkbox"/> Yes            | <input checked="" type="checkbox"/> No |
| Contract will be funding architectural, engineering or other project soft cost. | <input type="checkbox"/> Yes            | <input checked="" type="checkbox"/> No |
| If yes, final project be completed within 24 months.                            | <input type="checkbox"/> Yes            | <input type="checkbox"/> No            |
| Purpose of this activity is to:   |   |  |
| Help prevent homelessness   | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No            |
| Help the homeless   | <input type="checkbox"/> Yes            | <input checked="" type="checkbox"/> No |
| Help those with HIV/AIDS  | <input type="checkbox"/> Yes            | <input checked="" type="checkbox"/> No |
| Primarily help persons with disabilities  | <input type="checkbox"/> Yes            | <input checked="" type="checkbox"/> No |

## II. ACTIVITY DESCRIPTION

### 1. Description of Activity: Housing Rehabilitation Program Requirements and Responsibilities

Funds will be used to preserve affordability and housing quality by providing safe, efficient mechanical, plumbing, and electrical repairs or replacements, identifying and correcting health and safety hazards, educating the residents on preventative maintenance of their home, and providing energy education that empowers residents to control their own energy usage and lower their utility bills. Owners will be eligible for heating and hot water upgrades, insulation, air sealing, LEDs, refrigerator replacement, smart thermostats, window replacement, proper home ventilation, and evaporative coolers. Renters will be eligible for smart thermostats, LEDs, refrigerator replacement, air sealing, some insulation upgrades, and evaporative cooler installs.

- Residents who live in the Globeville and Elyria Swansea neighborhoods will be eligible for home improvement upgrades that include LEDs, air sealing, insulation, smart thermostats, windows, proper ventilation, heating and hot water repair or replacement, evaporative coolers, and other energy savings devices that can increase comfort, improve indoor air quality, and decrease home energy cost for residents. EOC will provide two different options to property owners and renters and will strive to address any dangerous situation we find in the homes threatening the living conditions and unintentional displacement consequences of living in an unsafe environment.
- After residents complete an income qualification application demonstrating their household annual income is at or below 80% Area Median Income, EOC will provide a thorough home assessment of the property that will determine the best scope of work to decrease energy cost and address health and safety threats to the residents. The scope of work will be prioritized by low to no cost measures, energy efficiency measures that will lead to reduced utility bills, and health and safety issues that jeopardize the livable conditions of the home.
- EOC will incorporate marketing the LEAP program, deliver energy education, provide heating system replacement to LEAP recipients who have malfunctioning or dangerously operating equipment, market EOC's bill payment assistance program to any residents past due on their utility bills, and refer any

## EXHIBIT A - 1

residents who need additional social services to partner agencies for other housing or family stability needs to be addressed.

- EOC will inspect all of the work performed and ensure all quality assurance standards are followed in the program.

### 3. **Implementation Plan and Timeline** *1/1/2019-3/31/2020*

The following table outlines the implementation plan and timelines for this contract.

| Task  | Projected Beginning & End Dates |
|---|---------------------------------|
| Secure list of property owners from city assessor's office, market the program with neighborhood organizations and schools and perform Home Assessments on all eligible homes | 1/1/2019- 3/31/2021             |
| Perform home improvements based off of home assessment reports and need   | 3/1/2018- 3/31/2021             |
| Conduct energy education and connect residents to additional energy affordability resources   | 1/1/2019- 3/31/2021             |
| Conduct Final Inspections on all of the homes served in the program   | 8/1/2019-3/31/2021              |

### 4. **Objective & Outcome and Indicators**

#### Objective (select one)

- ☒ Enhance Suitable Living Environment  
☐ Create Decent Housing  
☐ Promote Economic Activity

#### Outcomes (select one)

- ☐ Availability/Accessibility  
☐ Affordability  
☒ Sustainability

#### **Indicators**

The following indicators will be used to measure the success of the contract/activity.

| Indicators – must be measurable  |
|--|
| Indicators:  |
| Number of proposed outcomes (from 1 <sup>st</sup> page) 100 homes will be served with various degrees of service;<br>Income Levels of households: 80% Area Median Income or less. Participants may provide proof of participation in a government program such as TANF, WIC, SNAP, SSI, SSDI, AND, LEAP to demonstrate income qualification for the CARE Program. Other options include 1040s, W-2s, Letter from Employer, retirement benefits letter or 3 recent paystubs to be averaged and multiplied by 50 for a yearly income.<br>Race and Ethnicity: To be reported on the OPMR<br><br>• |

#### **Housing and Neighborhood Outcomes (To be reported on the Outcome and Performance Measurement Report OPMR):**

- Number of dangerously operating combustion equipment identified and resolved – health and safety issues
- Number of major home improvements that would lead to involuntary displacement



## EXHIBIT A - 1

- Income and demographic information on participants

### III. Budget

Please refer to the Cost Allocation Plan and budget narrative for a detailed estimated description and allocation of funds. Organization receives income from operations. ☐ Yes ☒ No If Yes, describe:  
Non-personnel costs are being funded. ☒ Yes ☐ No

### IV. Reporting

Data collection is required and must be completed demonstrating income eligibility and progress toward meeting the indicators contained in this Scope of Services. Disbursement of funds is contingent based on the ability to collect the required information.

Regardless of when the executed contract was received by the Contractor, Contractor is responsible for submitting a report from the start date of the contract; **even if no activity was conducted or expensed. Contractor should report "No Activity" or outline those activities reimbursed with grant funds. If the Contractor completes the project and all money is drawn, a final report will be submitted indicating "final report" and no further reports are required.**

Contractor will email the following report to the Program Specialist, and copy the Contract Administrator and IDIS Coordinator:

☒ Outcome Performance Measurement Report

Frequency:

☒ Monthly by the 15<sup>th</sup> day ☐ Quarterly: 15 days after the end of the quarter ☐ Other: \_\_\_\_\_

Program Specialist will provide the format of the performance report to the Contractor. The information reported must include progress on the indicators included in this Scope of Services. The report includes current and cumulative (year-to-date) indicator information. Information on the overall progress of the program and/or project should be reported in the narrative section of the report. If the project is not being performed in a timely manner, an explanation must be included in the narrative section of the report.

### Income and Demographic Reporting Requirements

Income data must be collected to verify that program participants are at or below 80% of the Area Median Income. HOST will provide the income limitations.

## Budget Narrative 2019 & 2020

**A. Personnel:** List each position by title, as outlined in the Cost Allocation Plan (Budget) Spreadsheet. Show the annual salary rate and the percentage of time to be devoted to the project. Compensation paid for employees engaged in grant activities must be consistent with that paid for similar work within the applicant organization and match the figures provided in the Budget Spreadsheet.

### Name/Position Computation Cost

Jennifer Gremmert, Executive Director

\$196,000 x 1.28% = \$2,500

Energy Outreach Colorado/GF/BT

1/1/2019 – 3/31/2021

## EXHIBIT A - 1

Conducts outreach on project, manages all contracts and budgets for the program, works to ensure leveraged funding with other EOC Programs

Luke Ilderton, Chief Program Officer  $\$125,000 \times 14.8\% = \$18,500$   
Provides technical expertise on all efficiency projects, oversees assessment process, and determines all efficiency measures.

Rose Reed, Director of Administration  $\$90,000 \times 5.6\% = \$5,000$   
Manages all accounting functions, invoicing, payroll, and human resources.

Marna Steuart, Chief Financial Officer  $\$110,000 \times 2.27\% = \$2,500$   
Oversees all accounting functions, invoicing, payroll, and human resources.

Mitch Ruter, Program Manager  $\$57,500 \times 13.9\% = \$8,000$   
Manages day-to-day operations, sub-contractor questions and efficiency measures.

Josh Mitchell, Director of IT  $\$90,090 \times 3.3\% = \$3,000$   
Manages organizational IT infrastructure

Lauren McClanahan, Director of Strategic Initiatives  $\$95,000 \times 21.5\% = \$20,500$   
Manage this program and is responsible for all reporting, production, and inspection needs

**All proposed program staff to be hired / employed by collaborating partner organizations should be included under the consultant / contracts cost category.**

**TOTAL PERSONNEL COST: \$ 60,000**

**B. Fringe Benefits:** Fringe benefits should be based on actual known costs or an established formula. Fringe benefits expenses are only for the personnel listed in budget category (A) and only for the percentage of time devoted to the project as described above and in the Budget Spreadsheet. Below is a list of common benefit expenses. Include all benefits your agency provides employees if more are offered than those listed below.

### **Name/Position Computation Cost**

*Jennifer Gremmert*

*Payroll taxes*

$$9.5\% \times \$2,500 = \$237.50$$

*Medical benefits*

$$7.5\% \times \$2,500 = \$187.50$$

*401 K Plan*

$$8\% \times \$2,500 = \$200$$

*Total=\$625*

*Luke Ilderton*

*Payroll taxes*

$$9.5\% \times \$18,500 = \$1,757.50$$

*Medical benefits*

$$7.5\% \times \$18,500 = \$1,387.50$$

*401 K Plan*

$$8\% \times \$18,500 = \$1,480$$

*Total=\$4,625*

*Rose Reed*

*Payroll taxes*

$$9.5\% \times \$5000 = \$475$$

Energy Outreach Colorado/GF/BT

1/1/2019 – 3/31/2021

# EXHIBIT A - 1

Medical benefits 7.5% x \$5000=\$375  
401 K Plan 8% x \$5000=\$400

Total=\$1,250

Marna Steuart  
Payroll taxes 9.5% x \$2500=\$237.50  
Medical benefits 7.5% x \$2500=\$187.50  
401 K Plan 8% x \$2500=\$200  
Total=\$625

Mitch Ruter  
Payroll taxes 9.5% x \$8000 = \$760  
Medical benefits 7.5% x \$8000 = \$600  
401 K Plan 8% x \$8000 = \$640  
Total=\$2,000

Josh Mitchell  
Payroll taxes 9.5% x \$3000 = \$285  
Medical benefits 7.5% x \$3000=\$225  
401 K Plan 8% x \$3000 = \$240  
Total=\$750

Lauren McClanahan  
Payroll taxes 9.5% x \$20,500=\$1,947.50  
Medical benefits 7.5% x \$20,500=\$1,537.50  
401 K Plan 8% x \$20,500=\$1,640  
Total=\$5,125

## TOTAL FRINGE BENEFITS: \$ 15,000

EOC uses an allocation model for all expenses based on EOC staff time spent on various programs. For this 2019/2020 budget we took into consideration all expenses and estimated costs along with some historical perspective.

**C. Office Expenses:** List items by type (office supplies, postage, copying paper, and other expendable items such as books, handheld tape recorders) and show the basis for computation. Generally, supplies include any materials that are expendable or consumed during the course of the project.

| Item                                | Computation               | Cost  |
|-------------------------------------|---------------------------|-------|
| Office Supplies (paper, pens, etc.) | \$12.50/month x 24 months | \$300 |

## TOTAL SUPPLIES COSTS: \$ 300

Include a justification for all office expenses.

**D. Communication:** List items by type (cell phones, landlines, internet, etc.) and show the basis for computation.

| Item              | Computation                 | Cost  |
|-------------------|-----------------------------|-------|
| Phone System Cost | \$12.50\$/month x 24 months | \$300 |

Energy Outreach Colorado/GF/BT  
1/1/2019 – 3/31/2021

**TOTAL COMMUNICATION COSTS: \$ 150**

Include a justification for each item under communication.

**E. Insurance:** Itemize insurance expenses of project and include justification.

EOC carries a significant amount of insurance for all of our building and residential rehab programs.

**TOTAL INSURANCE COSTS: \$ 5,000**

**F. Travel Staff:** Itemize travel expenses of project personnel by purpose (e.g., staff to training, field interviews, advisory group meeting, etc.). Show the basis of computation (e.g., six people to 3-day training at \$X airfare, \$X lodging, \$X subsistence). If the application includes putting on training, travel and meals for trainees should be listed separately from travel and meals of the applicant's staff. Show the number of trainees and unit costs involved. Identify the location of travel, if known. Indicate source of Travel Policies applied. Applicant or Federal Travel Regulations.

**Note: Only travel of employees should be included in this category. Travel of partners or volunteers should be included in the "consultants/contracts" category.**

| <b>Location</b> | <b>Item</b> | <b>Computation</b>                | <b>Cost</b> |
|-----------------|-------------|-----------------------------------|-------------|
| Location 1      | Mileage     | \$10 (avg.) x 2 people x 19 trips | \$150       |

Purpose of Travel: Local Mileage

Provide estimated number of 277 miles, \$0.54 cost per mile, and \$150 total.

**TOTAL TRAVEL COSTS: \$ 150**

Travel Example A: The \$150 in TBD mandated technical assistance and training funds has been allocated in accordance with program guidelines. The sites of the training sessions are located at Location 1. Travel estimates are based upon the contractor's formal written travel policy. Applicant organizations that do not have a formal written travel policy must abide by the approved Federal Travel Policy, including costs for per diem.

**G. Travel Client:** Itemize client travel expenses of project by type and purpose (e.g., bus tokens, field interviews, advisory group meeting, etc.). Show the basis of computation (e.g., ten people travel to and from counseling sessions at \$X bus tokens).

**H. Equipment Rental:** List rented or leased equipment costs. Explain how the equipment rental is necessary for the success of the project and include a narrative describing the procurement method to be used. If including vehicle costs (if allowed), include a justification for why it would be most cost-effective to lease or purchase a vehicle.

| <b>Item</b>    | <b>Computation</b>                        | <b>Cost</b> |
|----------------|---|-------------|
| Large Printers | \$150/equipment x number of equipment (2) | \$300       |

**TOTAL EQUIPMENT COSTS: \$ 300**

## EXHIBIT A - 1

Printers will be used to print marketing material, inspection forms, home assessment forms and any other printed material.

**I. Facilities:** List leased or rented facilities. Include a narrative describing the use of the facility. For example, provide the square footage and the cost per square foot for rent, and provide a monthly rental cost and how many months to rent.

| Facility    | Computation            | Cost   |
|-------------|------------------------|--------|
| EOC Offices | \$25/ month x24 months | \$ 600 |

**J. Educational Materials:** List training materials used by the program, employee training by type and purpose.

| Item       | Computation      | Cost |
|------------|------------------|------|
| Training A | \$0 x individual | \$0  |

**K. Meetings/Events:** List meetings/ events costs and include a narrative that describes the purpose of each meetings/ events.

**L. Professional Services:** For each Professional Services enter the name, service to be provided, hourly or daily fee (8-hour day), and estimated time on the project. Indicate whether applicant's formal, written Procurement Policy or the Federal Acquisition Regulations are followed.

### **Name of Consultant Service Provided Computation Cost**

Describe in detail the purpose of each consultant, their function in the organization, and why it is essential to have an outside professional services brought in. Professional services should be hired when no one in the organization has that level of expertise and the training provided is necessary to carry out the objectives of the program.

### **M. Subcontractor:**

Provide the total amount of the subcontract as well as a narrative that states what will be accomplished through the contract. A fully executed subcontract must be provided to HOST.

EOC will use several residential subcontractors to complete the scope of work. This includes home assessors, window installers, mechanical contractors, insulation contractors, and electricians. These services will be subcontracted based on pre-determined scopes of work for each home after the home assessment is completed. EOC cannot provide itemized subcontractor cost until each home is assessed and a scope of work the saves energy and addressed health and safety concerns is produced.

**N. Construction Costs:** Itemize and describe construction costs for the project.

EOC will use several residential subcontractors to complete the scope of work. This includes home assessors, window installers, mechanical contractors, insulation contractors, and electricians. These services will be subcontracted based on pre-determined scopes of work for each home after the home assessment is completed. EOC cannot provide itemized construction cost until each home is assessed and a scope of work the saves energy and addressed health and safety concerns is produced.

# EXHIBIT A - 1

TOTAL CONSTRUCTION COSTS: \$ 668,300

**O. Other Direct Expenses:** List items (e.g., reproduction, telephone, janitorial or security services, and investigative or confidential funds) by major type and the basis of the computation.

| Description                           | Computation | Cost |
|---------------------------------------|-------------|------|
| <b>TOTAL OTHER DIRECT COSTS: \$ 0</b> |             |      |

Include a full description of products and other costs and how they will be used by the organization to promote the objectives of the program. Provide details on who will develop products and how they will be distributed. Provide justifications for other costs included that are not included elsewhere in the budget narrative and vital to fulfilling the objectives of the program.

**P. Indirect Costs:** Indirect costs are allowed only if the applicant has a federally-approved indirect cost rate and if permitted by the grant program. A copy of the rate approval (a fully executed, negotiated agreement) must be attached as well as a full description of which direct costs are used to calculate indirect costs.

| Description        | Computation               | Cost |
|--------------------|---------------------------|------|
| 0% of Direct Costs | \$0 x Indirect Costs Rate | \$0  |

**TOTAL INDIRECT COSTS: \$ 0**

## **Q. Match Amount \$200,000**

Please refer to the solicitation for specific program requirements on match. If you provide match voluntarily, you can discuss it in the project narrative but should not include it in the budget or budget narrative.

These matching funds will be generated through EOC's Single Family Weatherization contract with Xcel Energy and will provide additional funding to address more homes and tackle complicated safety issues EOC finds in the targeted homes.

**Total Amount Requested from HOST: \$ 750,000**

**Program Budget and Cost Allocation Plan Summary**

Contractor Name:

**Energy Outreach Colorado Efficiency LLC**

Program Year:

**2019 -2021**

Project :

**EOC Innovation Project**

Contract Dates:

**1/1/2019-3/31/2021**

| Budget Category                                      | EOC Agency<br>Total<br>(All Funding<br>Sources) | Project Costs HOST<br>Funding |              | Other Denver Funding<br>Existing EOCE DOSP<br>NEEP |              | Other Denver Funding<br>Existing EOCE DOSP<br>Multi-family |              | Other Non-federal<br>funding EOCE and EOC<br>Leveraged funds |                | Agency Total      |             |
|--|---|-------------------------------|--------------|--|--------------|--|--------------|--|----------------|-------------------|-------------|
|  |   | Total                         | %            | Total  | %            | Total  | %            | Amount   | %              | Amount            | %           |
| <b>Personnel: Name and Job Title</b>                 |   |                               |              |  |              |  |              |  |                |                   |             |
| Jennifer Gremmert, Executive Director                | \$196,000.00                                    | 2,500                         | 1.28%        | 1,500  | 0.77%        | 2,000  | 1.02%        | 190,000  | 97%            | 196,000           | 100%        |
| Luke Ilderton, Chief Program Officer                 | \$125,000.00                                    | 18,500                        | 14.80%       | 1,000  | 0.80%        | 2,000  | 1.60%        | 103,500  | 83%            | 125,000           | 100%        |
| Rose Reed, Director of Administrative Services       | \$90,000.00                                     | 5,000                         | 5.56%        | 3,000  | 3.33%        | 2,000  | 2.22%        | 80,000   | 89%            | 90,000            | 100%        |
| Marna Steuart, CFO                                   | \$110,000.00                                    | 2,500                         | 2.27%        |  | 0.00%        |  | 0.00%        | 107,500  | 98%            | 110,000           | 100%        |
| Mitch Ruter, Program Manager                         | \$57,500.00                                     | 8,000                         | 13.91%       |  | 0.00%        |  | 0.00%        | 49,500   | 86%            | 57,500            | 100%        |
| Josh Mitchell, Director of IT                        | \$90,090.00                                     | 3,000                         | 3.33%        |  | 0.00%        |  | 0.00%        | 87,090   | 97%            | 90,090            | 100%        |
| Brooke Pike, Program Manager                         | \$60,000.00                                     |                               | 0.00%        | 16,000   | 26.67%       |  | 0.00%        | 44,000   | 73%            | 60,000            | 100%        |
| Lauren McClanahan, Director of Strategic Initiatives | \$95,000.00                                     | 20,500                        | 21.58%       |  | 0.00%        |  | 0.00%        | 10,000   | 11%            | 95,000            | 100%        |
| <b>Total Salary:</b>                                 | <b>823,590</b>                                  | <b>60,000</b>                 | <b>7.29%</b> | <b>21,500</b>                                      | <b>2.61%</b> | <b>6,000</b>   | <b>0.73%</b> | <b>736,090</b>   | <b>89%</b>     | <b>823,590</b>    | <b>100%</b> |
|  |   |                               |              |  |              |  |              |  |                | -                 |             |
| <b>Fringes</b>                                       | <b>205,898</b>                                  | <b>15,000</b>                 | <b>7.29%</b> | <b>5,375</b>                                       | <b>0</b>     | <b>1,500</b>   | <b>0.73%</b> | <b>184,023</b>   | <b>1</b>       | <b>205,898</b>    | <b>100%</b> |
|  |   |                               |              |  |              |  |              |  |                | -                 |             |
| <b>Salary and Fringe Total:</b>                      | <b>1,029,488</b>                                | <b>75,000</b>                 | <b>7.29%</b> | <b>26,875</b>                                      | <b>2.61%</b> | <b>7,500</b>   | <b>0.73%</b> | <b>920,113</b>   | <b>89%</b>     | <b>1,029,488</b>  | <b>100%</b> |
|  |   |                               |              |  |              |  |              |  |                | -                 |             |
| <b>Non-Personnel:</b>                                | Total   | Amount                        | %            | Amount   |              | Amount   |              | Amount   | %              |                   |             |
| Office Expenses, Supplies , postage, printing        | \$250,000.00                                    | 300                           | 0.12%        | 1,000  | 0.40%        | 750  | 0.30%        | 247,950  | 99%            | 250,000           | 100%        |
| Communication  | \$125,000.00                                    | 150                           | 0.12%        | 1,000  | 0.80%        | 600  | 0.48%        | 123,250  | 99%            | 125,000           | 100%        |
| Insurance  | \$100,000.00                                    | 5,000                         | 5.00%        | 4,500  | 4.50%        | 2,500  | 2.50%        | 88,000   | 88%            | 100,000           | 100%        |
| Travel - Staff( mileage, meals, bldg parking)        | \$115,000.00                                    | 150                           | 0.13%        | 500  | 0.43%        | 500  | 0.43%        | 113,850  | 99%            | 115,000           | 100%        |
| Travel - Client                                      |   |                               | #DIV/0!      |  | #DIV/0!      |  | #DIV/0!      | -  | #DIV/0!        | -                 | #DIV/0!     |
| Equipment rental and leases                          | \$48,000.00                                     | 300                           | 0.63%        | 2,500  | 5.21%        | 2,000  | 4.17%        | 43,200   | 90%            | 48,000            | 100%        |
| Facilities   | \$94,000.00                                     | 600                           | 0.64%        | 2,000  | 2.13%        | 3,750  | 3.99%        | 87,650   | 93%            | 94,000            | 100%        |
| Educational Materials - Customers                    |   |                               | #DIV/0!      |  | #DIV/0!      |  | #DIV/0!      | -  | #DIV/0!        | -                 | #DIV/0!     |
| Meetings/Events                                      |   |                               | #DIV/0!      |  | #DIV/0!      |  | #DIV/0!      | -  | #DIV/0!        | -                 | #DIV/0!     |
| Professional Services - (Payroll, work comp, HR ser  | \$10,000.00                                     |                               | 0.00%        | 500  | 5.00%        | 500  | 5.00%        | 9,000  | 90%            | 10,000            | 100%        |
| Professional Services - (Specify; ie., Legal)        | \$20,000.00                                     |                               | 0.00%        |  | 0.00%        |  | 0.00%        | 20,000   | 100%           | 20,000            | 100%        |
| Professional Services - (Specify; ie., Accountant)   | \$38,000.00                                     |                               | 0.00%        | 500  | 1.32%        |  | 0.00%        | 37,500   | 99%            | 38,000            | 100%        |
| Subcontractor (energy conservation materials and la  | \$8,233,900.00                                  | 668,500                       | 8.12%        | 260,625  | 3.17%        | 399,400  | 4.85%        | 6,905,375  | 84%            | 8,233,900         | 100%        |
| Energy Assistance Credits                            | \$7,500,000.00                                  | -                             | 0.00%        |  | 0.00%        |  | 0.00%        | 7,500,000  | 100%           | 7,500,000         | 100%        |
| Other Direct Expense (specify)                       |   |                               | #DIV/0!      |  | #DIV/0!      |  | #DIV/0!      |  | #DIV/0!        | -                 | #DIV/0!     |
| Other Direct Expense (specify)                       |   |                               | #DIV/0!      |  | #DIV/0!      |  | #DIV/0!      |  | #DIV/0!        | -                 | #DIV/0!     |
| Other Direct Expense (specify)                       |   |                               | #DIV/0!      |  | #DIV/0!      |  | #DIV/0!      |  | #DIV/0!        | -                 | #DIV/0!     |
| Contstruction Costs                                  |   |                               | #DIV/0!      |  | #DIV/0!      |  | #DIV/0!      |  | #DIV/0!        | -                 | #DIV/0!     |
| Indirect Costs                                       |   |                               | #DIV/0!      |  | #DIV/0!      |  | #DIV/0!      |  | #DIV/0!        | -                 | #DIV/0!     |
| <b>Total Non-Personnel</b>                           | <b>16,533,900</b>                               | <b>675,000</b>                | <b>4.08%</b> | <b>273,125</b>                                     | <b>1.65%</b> | <b>410,000</b>   | <b>2.48%</b> | <b>15,175,775</b>  | <b>92%</b>     | <b>16,533,900</b> | <b>100%</b> |
|  |   |                               |              |  |              |  |              |  |                | -                 |             |
| <b>Total Project Cost</b>                            | <b>17,563,388</b>                               | <b>750,000</b>                | <b>4.27%</b> | <b>300,000</b>                                     | <b>1.71%</b> | <b>417,500</b>   | <b>2.38%</b> | <b>16,095,888</b>  | <b>92%</b>     | <b>17,563,388</b> | <b>100%</b> |
|  |   |                               |              |  |              |  |              |  |                | -                 |             |
| <b>Program Income (through funded activities)</b>    |   |                               |              |  |              |  |              |  |                | -                 |             |
|  |   |                               |              |  |              |  |              |  |                | -                 |             |
|  |   |                               |              |  |              |  |              |  |                | -                 |             |
| <b>Non-Project:</b>                                  | Total   |                               | %            |  |              |  |              |  |                | -                 |             |
| Personnel Costs:                                     | 1,751,676                                       |                               | 0            | -  | 0.00%        | -  | 0.00%        | 1,751,676  | 100%           | 1,751,676         | 100%        |
| Non-Personnel Costs:                                 | 1,200,000                                       |                               | 0            | -  | 0.00%        | -  | 0.00%        | 1,200,000  | 100%           | 1,200,000         | 100%        |
| Other (Specify): other grant payments                | 10,129,919                                      |                               | 0            |  | 0.00%        |  | 0.00%        | 10,129,919   | 1              | 10,129,919        | 100%        |
| <b>Total Non-Project Cost</b>                        | <b>13,081,595</b>                               | <b>-</b>                      | <b>0.00%</b> | <b>-</b>   | <b>0.00%</b> | <b>-</b>   | <b>0.00%</b> | <b>13,081,595</b>  | <b>100.00%</b> | <b>13,081,595</b> | <b>100%</b> |
|  |   |                               |              |  |              |  |              |  |                | -                 |             |
| <b>Grand Total</b>                                   | <b>30,644,983</b>                               | <b>750,000</b>                | <b>2.45%</b> | <b>300,000</b>                                     | <b>0.98%</b> | <b>417,500</b>   | <b>1.36%</b> | <b>29,177,483</b>  | <b>95%</b>     | <b>30,644,983</b> | <b>100%</b> |

## **EXHIBIT B**



## **EXHIBIT B**

### **FINANCIAL ADMINISTRATION:**

#### **1.1 Compensation and Methods of Payment**

- 1.1.1 Disbursements shall be processed through the Department of Housing Stability (HOST) and the City and County of Denver's Department of Finance.
- 1.1.2 The method of payment to the Contractor by HOST shall be in accordance with established HOST procedures for line-item reimbursements. The Contractor must submit expenses to HOST on or before the last day of each month for the previous month's activity. Voucher requests for reimbursement of costs should be submitted on a regular and timely basis in accordance with HOST policies. Vouchers should be submitted within thirty (30) days of the actual service, expenditure or payment of expense.
- 1.1.3 The Contractor shall be reimbursed for services provided under this Agreement according to the approved line-item reimbursement budget attached to and made a part of this Agreement (Exhibit A).

#### **1.2 Vouchering Requirements**

- 1.2.1 In order to meet Government requirements for current, auditable books at all times, it is required that all vouchers be submitted monthly to HOST in order to be paid. Expenses cannot be reimbursed until the funds under this contract have been encumbered.
- 1.2.2 No more than four (4) vouchers may be submitted per contract per month, without prior approval from HOST.
- 1.2.3 All vouchers for all Agreements must be correctly submitted within thirty (30) days of the Agreement end date to allow for correct and prompt closeout.
- 1.2.4 City and County of Denver Forms shall be used in back-up documents whenever required in the Voucher Processing Policy.
- 1.2.5 For contracts subject to Federal Agreements, only allowable costs determined in accordance with 2 CFR Chapter I, Chapter II, Parts 200, 215, 220, 225 and 230, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" (the "OMB Omni Circular") applicable to the organization incurring the cost will be reimbursed.
- 1.2.6 The reimbursement request, or draw request, for personnel and non-personnel expenses should be submitted to the City on a monthly basis, no later than the last day of the following month for expenses incurred in the prior month. The request for reimbursement should include:

- a. Amount of the request in total and by line item;
  - b. Period of services for current reimbursement;
  - c. Budget balance in total and by line item;
  - d. Authorization for reimbursement by the contract signatory (i.e., executive director or assistant director).
- 1.2.7 If another person has been authorized by the Contractor to request reimbursement for services provided by this contract, then the authorization should be forwarded in writing to HOST prior to the draw request.
- 1.2.8 The standardized HOST “Expense Certification Form” should be included with each payment request to provide the summary and authorization required for reimbursement.

### **1.3 Payroll**

- 1.3.1 A summary sheet should be included to detail the gross salary of the employee, amount of the salary to be reimbursed, the name of the employee, and the position of the employee. If the employee is reimbursed only partially by this contract, the amount of salary billed under other contracts with the City or other organizations should be shown on the timesheet as described below. Two items are needed for verification of payroll: (1) the amount of time worked by the employee for this pay period; and (2) the amount of salary paid to the employee, including information on payroll deductions.
- 1.3.2 The amount of time worked will be verified with timesheets. The timesheets must include the actual hours worked under the terms of this contract, and the actual amount of time worked under other programs. The total hours worked during the period must reflect all actual hours worked under all programs including leave time. The employee’s name, position, and signature, as well as a signature by an appropriate supervisor, or executive director, must be included on the timesheets. If an electronic time system is used, signatures are not required. If the timesheet submitted indicates that the employee provided services payable under this contract for a portion of the total time worked, then the amount of reimbursement requested must be calculated and documented in the monthly reimbursement request.
- 1.3.3 A payroll register or payroll ledger from the accounting system will verify the amount of salary. Copies of paychecks are acceptable if they include the gross pay and deductions.

### **1.4 Fringe Benefits**

- 1.4.1 Fringe benefits paid by the employer can be requested by applying the FICA match of 7.65 percent to the gross salary -less pre-tax deductions, if applicable,

paid under this contract. Fringe benefits may also include medical plans, retirement plans, worker's compensation, and unemployment insurance. Fringe benefits that exceed the FICA match may be documented by 1) a breakdown of how the fringe benefit percentage was determined prior to first draw request; or, 2) by submitting actual invoices for the fringe benefits. If medical insurance premiums are part of the estimates in item #1, one-time documentation of these costs will be required with the breakdown. Payroll taxes may be questioned if they appear to be higher than usual.

## **1.5 General Reimbursement Requirements**

- 1.5.1 **Invoices:** All non-personnel expenses need dated and readable invoices. The invoices must be from a vendor separate from the Contractor, and must state what goods or services were provided and the delivery address. Verification that the goods or services were received should also be submitted, this may take the form of a receiving document or packing slips, signed and dated by the individual receiving the good or service. Copies of checks written by the Contractor, or documentation of payment such as an accounts payable ledger which includes the check number shall be submitted to verify that the goods or services are on a reimbursement basis.
- 1.5.2 **Mileage:** A detailed mileage log with destinations and starting and ending mileage must accompany mileage reimbursement. The total miles reimbursed and per mile rate must be stated. Documentation of mileage reimbursement to the respective employee must be included with the voucher request.
- 1.5.3 **Cell Phone:** If the monthly usage charge is exceeded in any month, an approval from the Executive Director or designee will be required.
- 1.5.4 **Administration and Overhead Cost:** Other non-personnel line items, such as administration, or overhead need invoices, and an allocation to this program documented in the draw request. An indirect cost rate can be applied if the Contractor has an approved indirect cost allocation plan. The approved indirect cost rate must be submitted to and approved by HOST.
- 1.5.5 **Service Period and Closeout:** All reimbursed expenses must be incurred during the time period within the contract. The final payment request must be received by HOST within thirty (30) days after the end of the service period stated in the contract.

## **2.1 Program Income**

- 2.1.1 For contracts subject to Federal Agreements, program income includes, without limitation, income from fees for services performed, from the use or rental of real or personal property acquired with contract funds, from the sale of commodities or items fabricated under a contract agreement, and from payments of principal and interest on loans made with contract funds.

- 2.1.2 Program income may be deducted from total allowable costs to determine net allowable costs and may be used for current reimbursable costs under the terms of this contract. Program income which was not anticipated at the time of the award may be used to reduce the award contribution rather than to increase the funds committed to the project. ALL PROGRAM INCOME GENERATED DURING ANY GIVEN PERIOD SUBMITTED FOR PAYMENT SHALL BE DOCUMENTED ON THE VOUCHER REQUEST.
- 2.1.3 The Contractor, at the end of the program, may be required to remit to the City all or a part of any program income balances (including investments thereof) held by the Contractor (except AS PRE-APPROVED IN WRITING BY HOST, INCLUDING those needed for immediate cash needs).

### **3.1 Financial Management Systems**

**The Contractor must maintain financial systems that meet the following standards:**

- 3.1.1 Financial reporting must be accurate, current, and provide a complete disclosure of the financial results of financially assisted activities and be made in accordance with federal and/or city financial reporting requirements.
- 3.1.2 Accounting records must be maintained which adequately identify the source and application of the funds provided for financially assisted activities. The records must contain information pertaining to contracts and authorizations, obligations, unobligated balances, assets, liabilities, outlays or expenditures, and income. Accounting records shall provide accurate, separate, and complete disclosure of fund status.
- 3.1.3 Effective internal controls and accountability must be maintained for all contract cash, real and personal property, and other assets. Adequate safeguards must be provided on all property and it must be assured that it is used solely for authorized purposes.
- 3.1.4 Actual expenditures or outlays must be compared with budgeted amounts and financial information must be related to performance or productivity data, including the development of cost information whenever appropriate or specifically required.
- 3.1.5 For contracts subject to Federal Agreements, applicable OMB Omni Circular cost principles, agency program regulations, and the terms of the agreement will be followed in determining the reasonableness, allowability and allocability of costs.
- 3.1.6 Source documents such as cancelled checks, paid bills, payrolls, time and attendance records, contract documents, etc., shall be provided for all disbursements. The Contractor will maintain auditable records, i.e., records must be current and traceable to the source documentation of transactions.

- 3.1.7 For contracts subject to Federal Agreements, the Contractor shall maintain separate accountability for HOST funds as referenced in 24 C.F.R. 85.20 and the OMB Omni Circular.
- 3.1.8 The Contractor must properly report to Federal, State, and local taxing authorities for the collection, payment, and depositing of taxes withheld. At a minimum, this includes Federal and State withholding, State Unemployment, Worker's Compensation (staff only), City Occupational Privilege Tax, and FICA.
- 3.1.9 A proper filing of unemployment and worker's compensation (for staff only) insurance shall be made to appropriate organizational units.
- 3.1.10 The Contractor shall participate, when applicable, in HOST provided staff training sessions in the following financial areas including, but not limited to (1) Budgeting and Cost Allocation Plans; (2) Vouchering Process.

#### **4.1 Audit Requirements**

- 4.1.1 For contracts subject to Federal Agreements, if the Contractor expends seven hundred and fifty thousand dollars (\$750,000) or more of federal awards in the Contractor's fiscal year, the Contractor shall ensure that it, and its sub recipients(s), if any, comply with all provisions of the OMB Omni Circular.
- 4.1.2 A copy of the final audit report must be submitted to the HOST Financial Manager within the earliest of thirty (30) calendar days after receipt of the auditor's report; or nine (9) months after the end of the period audited.
- 4.1.3 A management letter, if issued, shall be submitted to HOST along with the reporting package prepared in accordance with the Single Audit Act Amendments and the OMB Omni Circular. If the management letter is not received by the subrecipient at the same time as the Reporting Package, the Management Letter is also due to HOST within thirty (30) days after receipt of the Management Letter, or nine (9) months after the end of the audit period, whichever is earlier. If the Management Letter has matters related to HOST funding, the Contractor shall prepare and submit a Corrective Action Plan to HOST in accordance with the Single Audit Act Amendments and the OMB Omni Circular, as set forth in 24 C.F.R. Part 45 for each applicable management letter matter.
- 4.1.4 All audit related material and information, including reports, packages, management letters, correspondence, etc., shall be submitted to **HOST Financial Services Team**.
- 4.1.5 The Contractor will be responsible for all Questioned and Disallowed Costs.
- 4.1.6 The Contractor may be required to engage an audit committee to determine the services to be performed, review the progress of the audit and the final audit

findings, and intervene in any disputes between management and the independent auditors. The Contractor shall also institute policy and procedures for its sub recipients that comply with these audit provisions, if applicable.

### **5.1 Budget Modification Requests**

- 5.1.1 HOST may, at its option, restrict the transfer of funds among cost categories, programs, functions or activities at its discretion as deemed appropriate by program staff, HOST executive management or its designee.
- 5.1.2 Minor modifications to the services provided by the Contractor or changes to each line item budget equal to or less than a ten percent (10%) threshold, which do not increase the total funding to the Contractor, will require notification to HOST program staff and upon approval may be submitted with the next monthly draw. Minor modifications to the services provided by Contractor, or changes to each line item budget in excess of the ten percent (10%) threshold, which do not increase the total funding to Contractor, may be made only with prior written approval by HOST program staff. Such budget and service modifications will require submittal by Contractor of written justification and new budget documents. All other contract modifications will require an amendment to this Agreement executed in the same manner as the original Agreement.
- 5.1.3 The Contractor understands that any budget modification requests under this Agreement must be submitted to HOST prior to the last Quarter of the Contract Period, unless waived in writing by the HOST Director.

### **6.1 Procurement**

- 6.1.1 The Contractor shall follow the City Procurement Policy to the extent that it requires that at least three (3) documented quotations be secured for all purchases or services (including insurance) supplies, or other property that costs more than ten thousand dollars (\$10,000) in the aggregate.
- 6.1.2 The Contractor will maintain records sufficient to detail the significant history of procurement. These records will include, but are not limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.
- 6.1.3 For contracts subject to federal agreements, If there is a residual inventory of unused supplies exceeding five thousand dollars (\$5,000) in total aggregate upon termination or completion of award, and if the supplies are not needed for any other federally sponsored programs or projects the Contractor will compensate the awarding agency for its share.

## **7.1 Bonding**

- 7.1.1 For contracts subject to federal agreements, HOST may require adequate fidelity bond coverage, in accordance with 24 C.F.R. 84.21 (d), where the subrecipient lacks sufficient coverage to protect the Federal Government's interest.

## **8.1 Records Retention**

- 8.1.1 The Contractor must retain for seven (7) years financial records pertaining to the contract award. The retention period for the records of each fund will start on
- 8.1.2 the day the single or last expenditure report for the period, except as otherwise noted, was submitted to the awarding agency.
- 8.1.3 The awarding agency and the Comptroller General of the United States, or any of their authorized representatives, shall have the right of access, upon reasonable notice, to any pertinent books, documents, papers, or other records which are pertinent to the contract, in order to make audits, examinations, excerpts, and transcripts.

## **9.1 Contract Close-Out**

- 9.1.1 All Contractors are responsible for completing required HOST contract close-out forms and submitting these forms to their appropriate HOST Contract Specialist within sixty (60) days after the Agreement end date, or sooner if required by HOST in writing.
- 9.1.2 Contract close out forms will be provided to the Contractor by HOST within thirty (30) days prior to end of contract.
- 9.1.3 HOST will close out the award when it determines that all applicable administrative actions and all required work of the contract have been completed. If Contractor fails to perform in accordance with this Agreement, HOST reserves the right to unilaterally close out a contract, "unilaterally close" means that no additional money may be expended against the contract.

## **10.1 Collection of amounts due**

- 10.1.1 Any funds paid to a Contractor in excess of the amount to which the Contractor is finally determined to be entitled under the terms of the award constitute a debt to the Federal Government and the City. If not paid within a reasonable period after demand, HOST may 1) Make an administrative offset against other requests for reimbursements, 2) Withhold advance payments otherwise due to the Contractor, or 3) other action permitted by law.